

RESOLUTION 2020-101

PASSED: SEPTEMBER 14, 2020

**AUTHORIZING A TRANSIT SERVICES PROVIDER AGREEMENT WITH
TRANSDEV SERVICES INC. TO PROVIDE PARATRANSIT AND DEVIATED
FLEX ROUTE SERVICES FOR THE DEKALB URBANIZED AREA FROM
JANUARY 1, 2021 THROUGH DECEMBER 31, 2023.**

WHEREAS, the provision of public transit services is essential to the transportation of persons in the DeKalb urbanized area; and the Urbanized Area Formula Grant Program (Title 49 U.S.C. Section 5307) makes funds available to help offset certain operating deficits of a system providing public transit service in urbanized areas; and,

WHEREAS, the Downstate Operating Assistance Program (DOAP) grant (30 ILCS 740/2-1) maintained by the Illinois Department of Transportation makes grant funds available annually to help offset certain operating deficits of a system providing public transit service in urbanized areas; and,

WHEREAS, as the designated Section 5307 grant recipient for the DeKalb urbanized area, the City is required by the Federal Transit Administration to select a third-party transit provider through a Competitive Proposal/Request for Proposals (RFP) process; and,

WHEREAS, Transdev Services Inc. is deemed to be best able to provide transit services to the DeKalb urbanized area for the period of January 1, 2021 through December 31, 2023, with two additional renewable one-year terms for service through December 31, 2025, for the continued operation of paratransit and deviated flex route services within the DeKalb urbanized area.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: That the City Council authorizes the Mayor or City Manager to enter into an agreement with Transdev Services, Inc. in the same or substantially similar form attached hereto as Exhibit A, subject to any changes acceptable to him with the recommendation of City staff, and to thereafter provide paratransit and deviated flex route services within the DeKalb Urbanized Area.

SECTION 2: That the City Clerk and/or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 14th day of September 2020 and approved by me as Mayor on the same day. Passed by A 7-0-1 roll call vote. Aye: Morris, Finucane, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None. Recused: Smith.

ATTEST:


RUTH A. SCOTT, Executive Assistant


JERRY SMITH, Mayor


Agreement for Services

Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "CITY" and Transdev Services Inc. hereinafter referred to as the "CONTRACTOR", with the CITY and CONTRACTOR agreeing as follows

A. SERVICES

CONTRACTOR agrees to furnish to the CITY the service outlined in the scope of services identified on Exhibit 1 of this document.

CONTRACTOR represents that it possesses the skills and knowledge necessary to provide all such services and understands that the CITY is relying upon such representation. CONTRACTOR further acknowledges that Exhibit 1 is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

This document shall be read to incorporate the provisions of the underlying Request for Proposals (including all exhibits) by reference, as if set forth fully herein, and compliance with this Agreement shall also require full compliance with the Request for Proposals and its terms.

B. TERM

Services will be provided as needed and directed by the CITY beginning on the date of execution of this agreement and continuing, until a term identified below. Upon termination the CONTRACTOR shall be compensated for all work performed for the CITY prior to termination and shall provide to the CITY all work completed through the date of termination. The CITY's issuance of a notice of termination shall function as a stop work order, beyond which the CONTRACTOR shall not incur any additional costs without the CITY's express, written permission.

- 1) EFFECTIVE DATE: The CITY hereby grants to CONTRACTOR the right to operate paratransit and deviated flex route services on behalf of the CITY from the 1st day of January 2021 for a period through the 31th of December 2023.
- 2) RENEWAL: Absent of termination by either party, the agreement will automatically renew:
 - a) On January 1, 2024 for the period through December 31, 2024;
 - b) On January 1, 2025 for the period through December 31, 2025; and
- 3) TERMINATION:
 - a) The CITY retains the right of termination as provided in the required federal clauses with regard to termination (see p. 109 of this Agreement).

C. SCOPE OF SERVICES

The CONTRACTOR shall provide transit services at a level of service identified in the attached Scope of Services (*see Exhibit 1: Scope of Services*) to the DeKalb urbanized area during a period beginning January 1, 2021 through December 31, 2023.

D. COST OF SERVICES

The CONTRACTOR shall agree to be reimbursed at the rate provided in Exhibit 2: Cost & Budget Forms below. Methods and Procedures for payments, reimbursements, and changes in funding shall be governed by the rules and regulations identified in Exhibit 2: Cost & Budget Forms below.

E. CERTIFICATIONS AND INSURANCE

The CONTRACTOR certifies that it shall conform to all rules, regulations, and certifications as identified in Exhibit 3: Required Certifications and Exhibit 5: Federally Required and other Model Clauses below.

The CONTRACTOR has submitted proof of insurance as provided in Exhibit 4: Insurance Certifications below.

F. ADDITIONAL TERMS OR MODIFICATION

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Agreement Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The CITY reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The CONTRACTOR shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The CITY may, at any time by written order, require the CONTRACTOR to stop all or part of the services required by this Agreement. Upon receipt of such an order, the CONTRACTOR shall immediately comply with its terms.

G. NOTICES

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the CITY:

CITY Manager
CITY of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

For the CONTRACTOR:

Transdev Services, Inc.
720 E. Butterfield Road, Suite 300
Lombard, Illinois 60148
Attention: General Counsel

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

H. SUBCONTRACTORS AND THIRD PARTIES

CONTRACTOR shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the CITY, which consent may be withheld in the CITY's sole and absolute discretion. Should CONTRACTOR assign any obligation

arising under this Agreement with the consent of the CITY, the CONTRACTOR shall remain to be primarily liable to the CITY for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the CONTRACTOR itself. Further, should CONTRACTOR request to assign the performance of any obligation arising hereunder to a subcontractor, CONTRACTOR expressly provides its consent to the CITY contracting directly with such proposed subcontractor (or another subcontractor acceptable to the CITY) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

I. DOCUMENT CORRECTION / SUPPLEMENTS

CONTRACTOR agrees and acknowledges that the terms of the Agreement Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the CITY to the contrary. No act by the CITY (other than a written amendment to these Agreement Documents), including but not limited to payment of CONTRACTOR's invoices, shall waive the CITY's ability to later insist on strict compliance with the terms of these Agreement Documents. CONTRACTOR agrees and acknowledges that it shall execute corrected documents upon request by the CITY if any error or discrepancy is identified by the CITY and shall provide certificates of insurance or other security required hereunder at any time, upon request of the CITY, notwithstanding the CITY's failure to previously demand the same.

- 1) In the event that CONTRACTOR or CITY identifies any conflict between any applicable component of this Agreement, any exhibit hereto, or applicable federal or state law, then:
 - a. The federal or state law shall govern to the extent that it is required, by law, to supersede contractual provisions.
 - b. Any other conflict shall be resolved by the CITY in its sole and absolute discretion, with the CITY specifying which provision shall govern.

Agreed to this 2nd day of November, 2020.

CITY of DeKalb



CITY ~~Mayor~~/Manager



~~City Clerk~~ Executive Assistant

CONTRACTOR, TRANSEV SERVICES, INC.



(title) Laura Hendricks, President



(attest) Mathieu Le Bourhis, CFO

A) TO BE INCLUDED AT TIME OF CONTRACT

- Exhibit 1. Scope of Services
 - as transferred from Scope of Services in RFP TRANSIT-2020-01
- Exhibit 2. Cost & Budget Forms
 - as transferred from Table 1 in RFP TRANSIT-2020-01.5
- Exhibit 3. Required Certifications
 - as transferred from Required Certifications in RFP TRANSIT-2020-01
- Exhibit 4. Insurance Certifications
 - provided by CONTRACTOR
- Exhibit 5. Federally Required and other Model Clauses
 - as transferred from Appendix D in RFP TRANSIT-2020-01
- Exhibit 6. Liquidated Damages
- Exhibit 7. Additional Agreed Upon Language
- Exhibit 8. Price Summary

ADDENDUM 1: June 26, 2020

ADDENDUM 2: July 6, 2020

INFORMATION TO OFFERORS COVER SHEET

Release of this document, pursuant to a FOIA request, prior to approval by City of DeKalb City Council, will provide an unfair competitive advantage to the organization requesting the information.

SOLICITATION NUMBER: TRANSIT-2020-01

THE ENCLOSED SOLICITATION COVERS THE PERIOD: 1/1/2021 THRU 12/31/2025

ISSUING ENTITY: City of DeKalb
1216 Market St.
DeKalb, IL 60115

CONTACT INFORMATION FOR CITY REPRESENTATIVE:

Sabrina Kuykendall
City of DeKalb
1216 Market St.
DeKalb, IL 60115
Sabrina.kuykendall@cityofdekalb.com

ADA PARATRANSIT AND FLEX ROUTE SERVICES TO BE PURCHASED: Qualified contractors are being sought to provide Americans with Disabilities Act (ADA) paratransit and flex route services within the DeKalb Urbanized Area and under the conditions set forth herein. Service shall begin on or about January 1, 2021 and end December 31, 2023. Based on funding and mutual agreement of the City of DeKalb and the Contractor, the agreement period may be extended for up to two additional twelve-month periods: Tuesday, December 31, 2024 or Wednesday, December 31, 2025.

Website Link: www.cityofdekalb.com

RFP Release Date: Wednesday, May 27, 2020

RFP Addendum 1 Release Date: Friday, June 26, 2020

RFP Due Date: Thursday, July 30, 2020 Deadline: 1:00 P.M.

**REQUEST FOR PROPOSALS
TO PROVIDE PARATRANSIT AND FLEX ROUTE SERVICES
IN THE CITY OF DEKALB AND THE DEKALB URBANIZED AREA**

**Issued by
The City of DeKalb**

**Issue Date
May 27, 2020**

Proposals must be submitted

No later than 1:00 P.M.

July 30, 2020

LATE PROPOSALS WILL BE REJECTED

This is a Request for Proposals (RFP) Procurement. There will be no public opening.

Submitting the Proposal:

Identify the outside of the proposal as "RFP Transit-2020-01." Include the pricing proposal in a separate sealed envelope identified as "RFP Transit-2020-01.5."

Offerors must submit, in a sealed package, One Original (identified as such) AND 6 copies of all materials required for acceptance of their proposal on or before 1:00 P.M., **July 30, 2020** to the following address, attention to:

April Beeman
City of DeKalb Public Works
1216 Market St.
DeKalb, IL 60115

All firms desiring to submit a proposal under these Agreement Documents shall contact Sabrina Kuykendall (contact info above) and provide contact information, including email address, at which notices can be sent to and received from the proposed Contractor. This address will be used for official communications from the City, including pre-proposal communications.

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REQUEST FOR PROPOSAL
TO PROVIDE PARATRANSIT AND FLEX ROUTE SERVICES
IN THE CITY OF DEKALB AND THE DEKALB URBANIZED AREA

May 27, 2020

GENERAL INFORMATION

The City of DeKalb (hereinafter "CITY") is seeking proposals from transportation providers (hereinafter "PROPOSER") interested in providing paratransit and flex route service within the DeKalb Urbanized Area (UZA).

Service shall begin on or about January 1, 2021 and end December 31, 2023. Based on funding and mutual agreement of the CITY and the selected PROPOSER, the agreement period may be extended for up to two (2) additional twelve-month periods.

The CITY, as the fiscal agent for all state and federal public transit funding for the DeKalb UZA, shall have direct oversight over all day-to-day operations of the selected PROPOSER.

Proposals are requested from qualified transportation service providers to furnish professional services pertinent to the scope of services outlined below for the provision of public transportation for the DeKalb UZA.

The Schedule of Events for this procurement are:

- May 26, 2020 – RFP approved by City Council
- June 12, 2020 at 1:00 P.M. – Pre-bid Meeting,
 - o The meeting will be held via teleconference. Please contact Sabrina Kuykendall via e-mail to gather teleconference details.
- June 24, 2020 at 4:00 P.M. – Deadline for submitting questions
- June 26, 2020 – RFP Addendum 1 and answers to PROPOSER questions released. All changes to RFP and Price Proposal highlighted in yellow.
- July 6, 2020 – RFP Addendum 2 and answers to PROPOSER questions released. All changes to RFP and Price Proposal highlighted in green.
- July 30, 2020 at 1:00 P.M. – Proposals due
- August 11 & 12, 2020 – Interviews and Negotiation
- September 14, 2020 – Approval by City Council
- January 1, 2021 – Service begins.

Please return your proposal by **Thursday, July 30, 2020, by 1:00 P.M.** by mail or drop-off in person to April Beeman, City of DeKalb Public Works Building, 1216 Market Street, DeKalb, IL 60115 demonstrating the qualifications of your firm to meet criteria contained herein. Two jump drives with a copy of the full proposal shall be included in the packet. One original copy and six printed copies of the proposal shall also be delivered to the CITY. Proposers are responsible for all costs associated with the preparation and submission of their proposal.

Interviews of qualified PROPOSERS will be conducted **August 11 & 12, 2020**. Final agreement approval will be at the DeKalb City Council meeting, **Monday, September 14, 2020 at 6:00 P.M.**

Should you have any questions, please contact the City Representative: Sabrina Kuykendall, Sabrina.Kuykendall@cityofdekalb.com.

SCOPE OF SERVICES

The scope of services outlined below shall be required of the paratransit operator firm selected to provide paratransit and deviated fixed route services to the CITY. The purpose of this RFP is to seek competition. Any PROPOSER shall advise the CITY if any specification, language or other requirement inadvertently restricts or limits proposals to a single source.

The purpose of this solicitation is to contract with a PROPOSER that will provide safe, reliable, and efficient paratransit and deviated fixed route service in the DeKalb Urbanized Area for paratransit trips that start and end in the urbanized area. DeKalb County and the Voluntary Action Center are responsible for Rural paratransit trips that have a trip-end outside of the urbanized service area; **those services are not part of this contract**

All service included in this contract will be funded by local funds, FTA Section 5307, and the State of Illinois Urban Downstate Operating Assistance Program (DOAP). Services funded by FTA Section 5311 and rural DOAP are not included. Rural transit; regional fixed routes; taxi; app-based demand service; school bus service; charter service; and other transportation services will not be funded by this contract.

Proposers who operate those types of services from the same facility as paratransit service of this contract will be required to submit a cost allocation plan to distinguish between service funded by this contract and other services that the PROPOSER may operate in the DeKalb Urbanized Area. Proposers who operate non-profit or for-profit services that are not transportation services will also submit a cost allocation plan to separate paratransit service from other services.

A. CURRENT CONDITIONS – PARATRANSIT SERVICES

The selected PROPOSER will be expected to provide safe, reliable, and efficient paratransit and deviated fixed route service. Customer service is expected to be at a very high level that is responsive to customer needs with safe and courteous employees.

The Transit Department is a division within the City Department of Public Works. The Transit Manager will administer the contract and will be assisted by a Transit Planning & Grants Coordinator. The Transit Manager reports to the Director of Utilities, Engineering and Transportation who reports to the City Manager. The City Council makes all final decisions on transit service in consultation with the various interest groups within the service area and with the local Metropolitan Planning Organization (MPO) known as the DeKalb-Sycamore Area Transportation Study (DSATS).

The current paratransit and deviated fixed route contractor provides all necessary operations, maintenance, administration and facilities to provide the service. All vehicles used in Urban paratransit service are FTA funded vehicles owned by the City and maintained by the current contractor

The Voluntary Action Center (VAC) is a non-profit, social service agency that currently provides Urban paratransit service in the DeKalb Urbanized Area. VAC has developed an extensive deviated fixed route and paratransit system in the City, within DeKalb County, and adjoining counties. VAC provides flex route service in DeKalb, Sycamore, and to Kishwaukee College in Malta. This RFP is limited to paratransit service within the DeKalb Urbanized Area and does not include other services provided by VAC.

There are currently 17 paratransit driver assignments (runs) per weekday; 3 on Saturdays, and 3 on Sundays. Two of the weekday runs are designed to deliver NIU students to classes in a timely manner.

2019 operational data can be found in the tables below in “Description of Service to be Provided.”

B. CURRENT CONDITIONS - WAGE INFORMATION

1. The PROPOSER shall establish wage and wage progression and present information on wage structure in the separate Price Proposal.

PROPOSAL SPECIFICATIONS

A. SUBMISSION OF PROPOSALS

1. The format for proposals shall be organized around the evaluation criteria. Each proposal must be concise, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. The technical proposal shall be in an envelope marked **TRANSIT-2020-01 TRANSIT SERVICE PROVIDER – TECHNICAL PROPOSAL**. The price proposal shall be in a separate envelope marked **TRANSIT-2020-01.5 TRANSIT SERVICE PROVIDER - PRICE PROPOSAL**. Failure to adhere to the following format may be cause for rejection of the proposal as non-responsive.
2. All proposals shall be received by the City of DeKalb Public Works Department, **Water Division** by no later than 1:00 P.M. on **Thursday, July 30, 2020**. Proposals received after that deadline shall not be returned or opened and shall not be considered responsive to this request.
3. The proposal shall contain an introductory letter (limit to one (1) page) and include the company name and address, and the names, telephone numbers, and e-mail addresses of the persons who shall be authorized to represent the PROPOSER regarding all matters related to the proposal and any agreement subsequently awarded to said PROPOSER. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal. All signatures above shall be original and in blue ink on at least one copy of the proposal submitted to the CITY.
4. Proposals may be mailed or hand-delivered to:

April Beeman
City of DeKalb Public Works Department
Water Division
1216 Market Street
DeKalb, IL 60115
5. All proposals shall be signed by the individual responsible for making proposals. Unsigned proposals shall not be considered.
6. Proposal shall consist of:
 - a. One (1) original and six (6) printed copies of the Technical Proposal with applicable literature and other supporting/required documents.
 - b. One (1) original and six (6) printed copies of the Price Proposal.
 - c. Two (2) electronic copies of the Technical and Price Proposals, on two (2) CDs, DVDs or USB flash drives, in Microsoft Word or Excel.

7. PROPOSER may attach separate sheets to the proposal for the purpose of explanation, exception, or alternative proposal.
8. The RFP Evaluation Committee has the right to rely on any price quotes provided by Proposers. The Proposer shall be responsible for any mathematical error in price quotes.
9. The RFP Evaluation Committee reserves the right to reject Proposals which contain errors, or any Proposals which are not deemed to be responsive or in the best interests of the contracting parties.
10. Only those Proposals that provide all the required elements will be considered responsive. If more than one completed Technical Proposal and Price Proposal is received from a PROPOSER or if alterations (other than allowed modifications) are made to a Proposal, all Proposals from that PROPOSER may be rejected as nonresponsive. Notwithstanding the foregoing, the RFP Evaluation Committee and the contracting parties reserve the right to waive any irregularities or errors, to waive competitive bidding, and to accept any Proposal deemed to be in the best interests of the contracting parties, to the fullest extent permitted under applicable laws. The provisions listed herein shall be void to the extent of any conflict with applicable federal or state law governing use of the funding sources for these services.
11. Proposals may not be modified after the submission deadline. However, PROPOSER may withdraw proposals at any time prior to the date and hours set for proposal opening.
12. All inquiries shall be directed to Sabrina Kuykendall, serving as the Procurement official for this proposal, and all such inquiries shall be submitted via e-mail on or prior to **Wednesday, June 24, 2020 at 4:00 P.M.** There shall be no written or verbal communication of any kind with any other CITY employee regarding this RFP except with designated CITY participants in attendance ONLY DURING:
 - a. Pre-Bid Meeting
 - b. Negotiations
 - c. Contract Signing
 - d. As otherwise specified in this Request.

Violations of this provision by Proposer personnel or their agents may result in the rejection of the Proposal.

13. Questions may be submitted via email to Sabrina Kuykendall before 4:00 P.M. on **Wednesday, June 24, 2020**. Any Proposer who seeks to have access to responses to such inquiries shall submit their email contact information to Sabrina Kuykendall on or before that deadline. The City shall provide a master response to all inquiries received, via email, to all Proposers who have so provided their email contact information. Said master response shall be provided in a timely manner.
14. By submission of its Proposal, the PROPOSER represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials or equipment called for in this RFP; that it has checked its proposal for errors and omissions; that the prices stated

in its proposal are correct and as intended by it; and are a complete and correct statement of its prices for providing all the labor, services, supplies, materials, equipment and other resources required; and that it can fully comply with all federal, state and local laws, regulations, ordinances, statutes or other governing requirements.

15. At the time of the submission deadline, only the names of those who submitted a response shall be made public. No price information will be released.
16. Vendors who attend the Pre-Bid Meeting on Thursday, June 12, 2020 may request (by email) to be notified (by email) of a full list of potential PROPOSERS.
17. This is a competitive procurement for transportation services. Though price is important, the CITY will seek the best combination of quality of performance, which addresses all the work and work standards and best satisfies the needs of the CITY. City Staff will review all submissions for compliance to all requirements identified in this RFP.
18. The submittal shall be submitted in the following order:
 - a. PROPOSER Information Form shall be provided as the cover page (see *Appendix A: Contractor Information Form on page 54 below*);
 - b. Proposal Check List Form shall be provided (See *Appendix B Proposal Check List on page 55 below*)
 - c. Actual Proposal
 - d. All signed Certifications (see *Appendix C: Required Certifications 55 below*);
 - e. Additional information including brochures, technical facts, and other items PROPOSER wishes to submit; and
 - f. All forms, Check Lists, and Certifications shall be made available on the RFP website (<https://www.cityofdekalb.com/Bids.aspx>) as individual forms in Word, Excel, or fillable PDF format.

19. All questions, comments, or requests for information shall be directed to the City Representative:

Sabrina Kuykendall

Email: Sabrina.Kuykendall@cityofdekalb.com.

20. The CITY shall invite the highest scoring PROPOSERS to present their proposal to the RFP Evaluation Committee for review. The CITY may amend evaluations based on information obtained during interviews. The meeting shall be held at:

City of DeKalb Public Works Facility
1216 Market St.
DeKalb, IL 60115

B. PERIOD OF FIRM PROPOSAL

The offer in each proposal shall be held open for a period of ninety (90) days following the last day for the submission of proposals.

C. REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The CITY reserves the right to reject any and all proposals, to waive any and all irregularities, and to accept that proposal which it deems to be in the best interest of the CITY. Any such decision shall be considered final.

D. AWARD OF AGREEMENT

All submittals shall be reviewed by CITY staff. Responsible and responsive submittals shall be ranked based on criteria developed by CITY staff. Any agreement awarded as a result of this Request for Proposals shall be approved by the DeKalb City Council, subject to the concurrence of IDOT.

E. FULL PRICING AND CONTINGENCIES

The CITY shall hold the successful PROPOSER to the proposal price. Additional charges for any contingency discovered by the successful PROPOSER at any time following the opening of the proposals will not be considered for payment by the CITY. The CITY reserves the right to negotiate proposal cost with any PROPOSER. This RFP and the resulting Proposals shall be used as the basis for contract negotiation.

F. CONTRACTORS AGREEMENT(S)

Any agreement that the PROPOSER shall require the CITY to sign prior to initiating any agreement shall be included in the proposal. Said agreement shall be reviewed by the CITY's legal counsel. If the PROPOSER is unwilling to delete or modify any term or condition deemed objectionable by the CITY, the proposal containing the objectionable term or condition shall be deemed a "NO PROPOSAL". No term or condition shall be incorporated into any agreement awarded unless agreed to in writing by the CITY. The CITY reserves the right to require that its form of agreement be utilized for any services provided pursuant to this RFP.

G. RENEWAL OPTION

The successful PROPOSER shall provide service for the period beginning January 1, 2021 and ending December 31, 2023. The agreement may be renewed for additional one (1) year periods up to but not exceeding two (2) additional agreement periods, at the sole discretion of the CITY, contingent on the performance of the PROPOSER, continued availability of FTA Section 5307 or IDOT Urban Downstate Operating Assistance Program (DOAP) funds, and service demand.

H. TRANSITION PERIOD

Within seven (7) business days of the awarding of the agreement, the PROPOSER shall meet with officials from the CITY, other officials representing agencies within the Urban region, and other interested parties to develop a transition plan to the requirements of the new agreement.

Any identified changes shall look to minimize any negative effects to customers who use transit services in the region.

I. MISCELLANEOUS

- i. No claim for relief shall be granted due to errors or omissions in the proposal documents.
- ii. PROPOSER shall be held strictly to their proposals as submitted.
- iii. Technical proposals shall be available for inspection at the offices of the CITY after the award of the agreement for 30 days. Post award protests shall be filed within seven (7) calendar days of a Notice of Award.
- iv. Each PROPOSER, by responding to this RFP, agrees and acknowledges that the sole source of funding for services provided under the agreement to be entered into is a combination of federal and state grant funds, and the cumulative liability of the CITY for any services received under said agreement shall under no circumstances exceed the amount of federal and state grant funding actually received by the CITY for such services. The CITY shall serve as a conduit for federal and state grant funding and shall have no direct liability for expenses or charges that exceed actually received grant funding. The agreement to be entered into shall not constitute a general obligation of either the City, but rather shall be an obligation limited to the aforesaid actually received grant funding. Any agreement entered into pursuant to this RFP shall include language acceptable to the CITY memorializing this limitation.

EVALUATION CRITERIA

The following criteria will be used to evaluate the technical and price proposals.

- Technical Proposal
 - I. Firm Qualifications (50 Points)
 - II. Organization and Staffing Plan (50 Points)
 - III. Operating Methodology (40 Points)
 - IV. Professional References (10 Points)
- Price Proposal (*see RFP #: TRANSIT-2020-01.5*)
 - V. Proposed Price/Costs (50 Points)

Technical Proposal

The technical portion of the proposal is the PROPOSER'S proposed Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project. Each PROPOSER shall carefully examine the documents and take such reasonable steps as needed to understand the nature of the work, the conditions that affect the work and the cost thereof. Failure to do so shall not relieve the PROPOSER from responsibility for estimating the cost of successfully performing the work according to the CITY standards.

At its sole discretion, the CITY may also elect to conduct preliminary reference and other background checks to supplement the information submitted in response to this RFP. Any such checks shall seek to determine the following:

- ◆ Whether the PROPOSER has a satisfactory performance record.
- ◆ Whether the PROPOSER has a satisfactory record of integrity and business ethics.
- ◆ Whether the PROPOSER follows applicable licensing and tax laws and regulations.

When submitting proposal, a checklist shall be provided that identifies each item identified below, a short answer to the question, if applicable, the page number the item is addressed at in the proposal, and any additional comments. A spreadsheet form of the checklist can be downloaded on the RFP webpage (<https://www.cityofdekalb.com/Bids.aspx>).

A. FIRM QUALIFICATIONS (50 POINTS):

This section of the proposal will be independently reviewed by appropriate CITY staff participating in the evaluation assisted by outside experts as the CITY sees fit. This section will be scored to determine the responsiveness and capabilities of the PROPOSER.

- 1) Briefly describe the general character of work performed by your firm: fixed route, paratransit, charter, school bus, other transportation services, and non-transportation services.
- 2) Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience shall include direct experience with the specific subject-matter area.

- 3) Describe your firm's financial health to include the following:
- a) Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets.
 - b) Provide detailed information regarding past and pending litigation, liens, or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.
- 4) Provide audited financial statements for the past three (3) years. If a partnership, submit financial statements for each partner. If audited statements are not available, PROPOSER may be required to submit additional financial information to establish financial responsibility. The RFP Evaluation Committee reserves the right to require the submission of additional documentation of financial responsibility or viability based upon the review of any submitted documentation, and the failure to respond to such a request shall constitute grounds for rejecting any proposal.
- a) Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Illinois. Proof shall take the form of a letter from PROPOSER's insurance agent stating that they are eligible to obtain insurance to the prescribed limits should a contractual offer be extended. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the PROPOSER or its insurer(s) in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.
 - b) Provide financial credit references. A minimum of two (2) is required including the primary financial institution of the PROPOSER. Include name, title, and current telephone number of a contact person and the address of the financial institution.
- 5) PROPOSER will provide a list of all transit service contracts/agreement entered into or performed under at any point during the last three years. Proposer will provide detailed information on five contracts of similar size systems operating in similar operating environments, which should include:
- a) Name and address of client;
 - b) A brief description of the work performed (scope of service, number and type of vehicles, number of people employed/managed by the PROPOSER, asset ownership, maintenance responsibility, etc.);
 - c) Dates of performance (noting whether these beginning and ending dates coincided with the original Contract/Agreement term and if not why not);
 - d) Annual dollar value of contract/agreement;
 - e) If the PROPOSER is invited to interview, the PROPOSER will be requested to explain whether your firm ever requested an increase or adjustment in your contract/agreement rate. If so, at which properties were these requests made, what were the circumstances, and what were the outcomes of your requests?
- 6) Explain firm's experience with Federal and State transit and paratransit regulations to include the following:

- a) Provide evidence of familiarity with the Federal Transit Administration (FTA) Uniform System of Accounts and with National Transit Database (NTD) reporting.
 - b) If applicable, submit NTD annual reports for other clients with similar size bus operations to demonstrate familiarity with NTD reporting.
 - c) Describe your firm's experience in dealing with the FTA and their rules and regulations in providing public paratransit service. Please provide the names and titles of specific persons in PROPOSER'S organization with working knowledge of FTA transit and paratransit regulations and their years of experience in this area.
 - d) Describe your firm's experience in dealing with IDOT DOAP and its rules and regulations. Provide the names and titles of specific persons within PROPOSER'S organization with working knowledge of DOAP regulations and their years of experience in this area.
 - e) Describe your firm's experience in participating in a DOAP review.
 - f) Describe your experience with State of Illinois Grant Accountability and Transparency Act (GATA)
 - g) Describe your firm's experience in participating in FTA Triennial Reviews. Provide the names and titles of specific persons in your firm who have been involved with Triennial Reviews. Submit the FTA findings on all reviews performed in which the firm was involved that will have employees in this contract.
- 7) PROPOSER will provide a proposed schedule of liquidated damages for operating and maintenance problems.
- 8) Discuss the training drivers receive to ensure compliance with FTA and IDOT regulations, including training on safety and security.
- 9) Provide information on audits of FTA Drug and Alcohol testing programs; FTA Triennial Review findings and resolution; State (Illinois or other) performance or management audits, National Transportation Safety Board (NTSB) investigations, Department of Justice (DOJ) investigations, Equal Employment Opportunity Commission (EEOC) findings. If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the FTA, NTSB, DOJ, EEOC, or any other federal or state transit, transportation or regulatory agency within the last five years, describe and detail such finding or action.
- 10) The PROPOSER may submit additional information that will add value to the contract that will distinguish their proposal from other competitive proposals.

NOTE: The Appendix also includes the major regulations and clauses that shall be required within any agreement signed between the PROPOSER and the CITY. By submitting a proposal, the PROPOSER agrees to comply with all clauses identified herein, where applicable, as well as any other FTA, IDOT or other federal, state or local requirements pertaining to the use of FTA 5307 and DOAP grant funds or otherwise governing the operations or services rendered in response to this RFP not specifically mentioned herein (see Appendix D: Federally Required and Other Model Clauses on page 69 below)

B. ORGANIZATION AND STAFFING PLAN (50 POINTS)

- 1) Provide an organizational chart and staffing plan that includes the following:

- a) Provide name(s) and resumes of the proposed General Manager and all key personnel that will be assigned to the Urban paratransit and deviated fixed route services. Please include General Manager, Operation Manager(s), Maintenance Manager, Road Supervisors, Safety & Training Manager, and Dispatch staff. The ability of these specified key personnel to respond immediately to issues relating to the service herein is a requirement of this RFP. The PROPOSER should demonstrate how this will be ensured and should indicate the percent of time each individual is dedicated to the urban paratransit service and other non-urban paratransit services, if applicable such as rural transit, school bus, charter, other transportation service or services.
- b) For the resumes provided for the positions above, please include evidence of demonstrated experience with paratransit services and maintenance equipment that the PROPOSER will operate.
- c) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations. Wages and compensation details to be included in the separate price proposal form for operators, dispatch and reservation personnel. Refer to Price Proposal, page 9, Tables 2 & 3.
- d) PROPOSER may submit a format for hours, miles, square feet, labor time, or other similar criteria that separates urban paratransit service from other services. PROPOSER shall submit the frequency of adjusting the criteria used (monthly, quarterly, yearly) based on changes in paratransit service or the other services provided that are not funded in this contract. PROPOSER will submit monthly reports on the agreed criteria and billing shall reflect only those costs directly attributable to the urbanized paratransit and deviated fixed route service.
- e) Describe how you will guarantee that the proposed management will remain in place for at least two years. Failure to retain the management team will require liquidated damages. Explain how you have resolved this issue in other contracts.
- f) Describe your planned ratio of full time to part time drivers
- g) Describe the average weekly revenue-hours planned for part time drivers
- h) Describe the average yearly turnover rate at similar systems that you manage
- i) Describe how you will control driver turnover in this contract
- j) Describe scheduling procedures for supervisors and dispatchers.
- k) Identify any subcontractor, consultant, or corporate staff personnel, if any, who will be helping to fulfill Agreement obligations and the services they will be providing. The proposal shall certify that all subcontracted firms shall agree to comply with all FTA and IDOT rules and regulations that apply to provide the services applicable to this agreement.
- l) Identify Disadvantaged Business Enterprise (DBE) firms the PROPOSER intends to subcontract with to meet the required DBE Goals.

2) The CITY retains the right to review PROPOSER's personnel policies and the list of personnel assigned to the CITY's contract. Proposed changes in key personnel incumbents shall be subject to review and approval by CITY.

- a.) The CITY may require that any driver be removed from transporting City customers for unprofessional behavior, excessive complaints, rudeness, or other inappropriate behavior or appearance.

3) PROPOSER Dispatch personnel are to be available on a daily basis. The Contractor shall ensure that dispatch staff remains on-duty from 30 minutes prior to the time the first vehicle leaves the facility and until the last vehicle returns to the facility.

4) PROPOSER will explain how it will communicate with Limited English Proficiency customers and how Proposer will schedule rides. Expense of communicating with non-English speakers will be included in proposal.

5) PROPOSER shall explain how it will communicate phone reservation service with hearing impaired customers including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD must be compliant with the ADA regulations.

6) The PROPOSER may submit additional information that will add value to the contract and their organization and staffing plan that will distinguish their proposal from other competitive proposals.

C. OPERATING METHODOLOGY (40 POINTS)

- 1) Provide a hiring and training explanation that includes the following:
 - a) Description of hiring, training, and retraining programs for drivers and mechanics and certification processes including minimum hiring qualifications. Include a new-hire training program syllabus including time periods for each training element. Provide information on driver training procedures that will be used. Discuss how the training program will ensure compliance with FTA and IDOT regulations, including training on safety and security.
 - b) Provide a description of how the PROPOSER will remain in compliance with the Federal Transit Administration's Public Transportation Agency Safety Plan requirements throughout the duration of the contract.
 - c) Provide a description of continuing education programs for the management team.
 - d) Provide a description of the Safety and Security training that all safety-sensitive employees receive; including name of firm providing this training and any awards or recognitions that firm may have received. Provide information on safety incentives that will be used.
 - e) Provide a description of any policies and/or training, which employees have received to assist them in interactions with persons with Limited English Proficiency, people with disabilities, and passenger behaviors that may cause conflict with drivers and passengers.
 - f) Describe your employment standards for hiring drivers
 - g) Describe your employment standards for hiring management and supervisory personnel
 - h) Describe your employment standards for hiring maintenance personnel
- 2) Submit the firm's Drug and Alcohol Policy as part of the proposal.
 - a) Provide an overview of the firm which the PROPOSER intends to use to perform the drug testing required of all safety sensitive employees. This shall include a profile of the firm, the services they intend to provide, and references for the work they provide. As a subcontractor to the PROPOSER, they shall also conform to all FTA and IDOT rules and regulations.
- 3) Identify procedures to handle hiring complaints to include the following:
 - a) Disadvantaged Business Enterprise (DBE) complaints which may be received by PROPOSER.
 - b) Equal Employment Opportunity (EEO) complaints.
 - c) Describe your procedures and standards for processing passenger and citizen complaints

- 4) Provide evidence that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.
- 5) Describe your understanding of the challenges associated with operating transit services on a university campus with a pedestrian intense operating environment and in a city or university of similar size.
- 6) Provide a plan for how customer service will be managed, monitored, and sustained to help promote efficient and cost-effective paratransit service.
- 7) PROPOSER shall present its process for evaluating disruptive passengers and standards that are used to ban or suspend a person's riding privileges. Final decision will be a cooperative decision between the CITY and PROPOSER.
- 8) Describe the service performance standards you have established for this agreement and what internal (on-site) and corporate quality control programs will be used to ensure that service performance standards are met. Address the following specifics:
 - a) Describe any measures you propose to respond to vehicle breakdowns, accidents, railroad delays, and other service disruptions, including your plan for assistance for late buses and capacity constraints.
 - b) Provide your approach to liquidated damages for performance failures, such as, but not limited to: failure to have safe equipment to meet schedule requirements; consistently late buses; missed trips; vehicle cleanliness; excessive breakdowns; etc.
 - c) PROPOSER will present their normal criteria and minimum or maximum standards for evaluating performance of their drivers; call center; and overall system performance.
- 9) Describe your firm's overall safety program for this project.
 - a) Provide information on the number of NTD Reportable Events submitted by the PROPOSER and its parent company in the last five (5) years for five (5) similar size systems, including but not limited to:
 - i) A fatality confirmed within 30 days of the event
 - ii) An injury requiring immediate medical attention away from the scene for one or more persons
 - iii) Property damage equal to or exceeding \$25,000
 - iv) Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
 - v) An evacuation for life safety reasons
 - b) Provide the proposed General Manager's last five (5) years of NTD Reportable Events history.
 - c) Provide information on best practices used to keep passengers and general public safe during operations including an example of a System Security and Emergency Preparedness Plan or similar document.
- 10) Provide the security procedures and fare collection/monitoring program you will use for this agreement.
 - a) Describe fareboxes that will be used including fare security procedures.
- 11) Describe types of vehicles and the fleet-specific maintenance plan you will use for the City owned fleet in this agreement. Address the following specifics:

- a) Describe your strategy for maintaining overall reliability, safety, and attractive appearance for the buses.
 - b) Describe the maintenance staffing plan including the number of mechanics, differentiation of mechanic's duties, and support personnel for the maintenance program. Explain the rationale for mechanics/bus ratio and mechanics/revenue-mile ratio.
 - c) Describe the bus and equipment maintenance program and the maintenance record-keeping system will you use for this agreement.
 - d) Provide typical preventative maintenance schedules for the bus fleet that will be used in DeKalb. (Refer to page 41 for Vehicle Information.)
 - e) Describe internal and external cleaning schedules and procedures for the bus fleet.
 - f) Describe your experience maintaining vehicles purchased with Federal Transit Administration funds.
 - g) Describe your strategy for separating Urban maintenance personnel time and labor from other potential services performed on-site.
- 12) Provide a description for how communications and information management will be provided to include the following:
- a) Describe the level of technology that will be used on buses including, but not limited to, fareboxes, automated vehicle locator, cameras, tablets, etc.
 - b) Refer to the Equipment and Vehicles List on pages 40 and 41 for Equipment Information.
- 13) Explain the transition plan to ensure operations can begin by the intended start date of January 1, 2021. Address the following concerns and expectations:
- a) Minimize the incidence of problems in the course of assuming the responsibilities of the existing provider.
 - b) Provide timeline and description on how you plan to have an adequate number of drivers, mechanics, and supervisors in place by January 1, 2021.
 - c) The aim is to have this transition occur seamlessly. The new agreement shall begin on January 1, 2021, but the transition period may extend before this period with agreement negotiated between the PROPOSER, the CITY, and current service provider. Proposer will identify one-time startup cost associated with the transition in the Price Proposal.
 - d) Provide assurance that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.
 - e) A PROPOSER that does not supply an adequate Transition Plan shall be deemed unresponsive.
- 14) If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the Department of Justice, the Equal Employment Opportunity Commission, a state human rights agency, a state attorney general, or any other federal or state regulatory agency having jurisdiction over disabilities or related claims within the last five years, describe and detail such finding or action.
- 15) Provide a plan for managing Rural transit; regional fixed routes; taxi; app-based demand service; school bus service; charter service; and other transportation and non-transportation services while remaining compliant with federal/state requirements. Show how the non-compliant portion of the business shall be completely separated from all transit services provided as part of this agreement. Demonstrate how any FTA capital

equipment or operating assistance purchased with FTA grant funds shall NEVER be used in the provision of Charter or other non-compliant services.

- 16) Provide a plan if PROPOSER will operate any school bus services from the DeKalb garage. It will show how the school bus portion of the business shall be completely separated from all transit provided as part of this agreement. If PROPOSER provides any school bus services, a plan shall be submitted to show it conforms to all FTA regulations as they relate to school bus services.
- 17) The PROPOSER may submit additional information that will add value to the contract and the proposed operating methodology that will distinguish their proposal from other competitive proposals.

D. PROFESSIONAL REFERENCES (10 POINTS)

- 1) The CITY intends to contact some or all of the prior clients to seek information about performance and client satisfaction including evaluations. Provide the following:
 - a) Firm References: Provide references for all current paratransit and deviated fixed route service contracts/agreements. For each contract/agreement, include a name, telephone number, and e-mail address of a person able to attest to the work performed. Provide the number of peak buses and annual budget for each reference.
 - b) Key Personnel References: Submit reference information for all key personnel proposed for this project. For each contact, include a name, telephone number, and e-mail address of a person able to attest to the work performed.
- 2) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals.

E. PRICE PROPOSAL (50 POINTS)

The price portion of the proposal is provided in a separate RFP document which can be accessed from the RFP webpage (<https://www.cityofdekalb.com/Bids.aspx>). The price proposal and supporting documentation will be submitted in a separate envelope that is clearly marked **RFP TRANSIT-2020-01.5 TRANSIT SERVICE PROVIDER - PRICE PROPOSAL**.

F. DESCRIPTION OF SERVICES TO BE PROVIDED

1) Description of Existing Service -

Service Type	Description of Service
Deviated Fixed Route	The Route 21 operates seven (7) days per week, 362 days per year. Service begins at 7:00a and will end between 10:30p and 12:00a depending on the service schedule. The Route 21 operates on a one-hour headway. Additional revenue hour information can be found in Table 6 below.
Door-to-Door Paratransit Service	ADA Paratransit service that operates within the DeKalb Urbanized Area or within 3/4 of a mile a fixed route bus line. Paratransit service will operate the same schedule as the fixed route bus service. Eligibility and fare requirements for this service will be set by the City.
Door-to-Door Paratransit Service including Northern Illinois University	ADA Paratransit service that operates within the DeKalb Urbanized Area or within 3/4 of a mile a fixed route bus line with focus on the Northern Illinois University student, faculty, and staff population. Paratransit service will operate the same schedule as the fixed route bus service. Eligibility and fare requirements for this service will be set by the City.
Door-to-Door Paratransit Service for Non-Emergency Medical Transportation	Medical transportation service provided to locations outside of the DeKalb Urbanized Area. No more than two revenue vehicles to operate at a time. Hours of service, eligibility and fare requirements for this service will be set by the City.

2) Hours of Service – Table 2:

Service Type	Full Service Schedule	Break Service Schedule
Deviated Fixed Route	Monday - Friday: 7:00a - 12:00a Saturday: 7:00a - 12:00a Sunday: 7:00a - 12:00a	Monday - Friday: 7:00a - 10:30p Saturday: 7:00a - 10:30p Sunday: 7:00a - 10:00p
Door-to-Door Paratransit Service	Monday - Friday: 7:00a - 12:00a Saturday: 7:00a - 12:00a Sunday: 7:00a - 12:00a	Monday - Friday: 7:00a - 12:00a Saturday: 7:00a - 10:30p Sunday: 7:00a - 10:00p
Door-to-Door Paratransit Service including Northern Illinois University	Monday - Friday: 7:00a - 12:00a Saturday: 7:00a - 12:00a Sunday: 7:00a - 12:00a	Monday - Friday: 7:00a - 12:00a Saturday: 7:00a - 10:30p Sunday: 7:00a - 10:00p
Door-to-Door Paratransit Service for Non-Emergency Medical Transportation	Monday - Friday: 7:00a - 6:00p Saturday: No Service Sunday: No Service	Monday - Friday: 7:00a - 6:00p Saturday: No Service Sunday: No Service

3) 2020 Days of Service – Table 3

Month	Day of the Week	Full Service Schedule Days	Break Service Schedule Days
January	Monday - Friday	14	8
	Saturday	1	3
	Sunday	1	3
February	Monday - Friday	20	0
	Saturday	5	0
	Sunday	4	0
March	Monday - Friday	17	5
	Saturday	2	2
	Sunday	3	2
April	Monday - Friday	22	0
	Saturday	4	0
	Sunday	4	0
May	Monday - Friday	5	16
	Saturday	1	4
	Sunday	1	4
June	Monday - Friday	0	22
	Saturday	0	4
	Sunday	0	4
July	Monday - Friday	0	23
	Saturday	0	4
	Sunday	0	4
August	Monday - Friday	6	15
	Saturday	1	4
	Sunday	1	4
September	Monday - Friday	21	1
	Saturday	3	1
	Sunday	3	1
October	Monday - Friday	22	0
	Saturday	5	0
	Sunday	4	0
November	Monday - Friday	18	2
	Saturday	3	1
	Sunday	4	1
December	Monday - Friday	9	13
	Saturday	1	3
	Sunday	1	3

4) 2019 Ridership by Route by Month – Table 4

Month	Routes	Ridership	Month	Routes	Ridership	Month	Routes	Ridership
January	DFR	2,057	May	DFR	2,482	September	DFR	2,591
	DTDP	3,657		DTDP	3,859		DTDP	3,788
	DTDP w NIU	164		DTDP w NIU	191		DTDP w NIU	446
	DTDP w NEMT	217		DTDP w NEMT	235		DTDP w NEMT	245
February	DFR	2,031	June	DFR	2,314	October	DFR	2,581
	DTDP	4,134		DTDP	3,576		DTDP	4,785
	DTDP w NIU	471		DTDP w NIU	140		DTDP w NIU	607
	DTDP w NEMT	230		DTDP w NEMT	223		DTDP w NEMT	287
March	DFR	2,339	July	DFR	2,421	November	DFR	2,185
	DTDP	4,422		DTDP	4,213		DTDP	4,218
	DTDP w NIU	427		DTDP w NIU	60		DTDP w NIU	595
	DTDP w NEMT	252		DTDP w NEMT	259		DTDP w NEMT	258
April	DFR	2,466	August	DFR	2,700	December	DFR	2,400
	DTDP	4,578		DTDP	4,100		DTDP	4,058
	DTDP w NIU	505		DTDP w NIU	137		DTDP w NIU	325
	DTDP w NEMT	254		DTDP w NEMT	224		DTDP w NEMT	233

DFR = Deviated Fixed Route

DTDP = Door-to-Door Paratransit

DTDP w NIU = Door-to-Door Paratransit with NIU

DTDP w NEMT = Door-to-Door Paratransit with Non-Emergency Medical Transportation

5) 2019 Total Hours by Service – Table 5

2019 Service Data

Route	Service Days	Total Riders	Revenue Hours	Revenue Miles
Deviated Fixed Route	359	28,567	4,235	58,966
Door-to-Door Paratransit	360	49,388	33,597	318,604
Door-to-Door Paratransit w/NIU	305	4,068	2,466	19,624
Door-to-Door Paratransit w/NEMT	261	2,917	3,724	67,694
Total	362	84,940	44,022	464,888

6) Estimated Annual Hours of Service as of January 1, 2021 – Table 6

Estimated Annual Service as of January 1, 2021

Route	Service Days	Total Riders	Revenue Hours	Revenue Miles
Deviated Fixed Route	362	32,000	5,923	82,448
Door-to-Door Paratransit	362	50,000	28,000	305,000
Door-to-Door Paratransit w/NIU	362	5,000	2,400	20,000
Door-to-Door Paratransit w/NEMT	362	1,250	2,500	29,000
Total	362	88,250	38,823	436,448

7) Proposed Additional Deviated Fixed Route Service to Begin in 2021 – Table 7

The CITY may add a second deviated fixed route in 2021. The PROPOSER shall ensure that the proposed price reflects this service.

Estimated Proposed Service

Route	Service Days	Total Riders	Revenue Hours	Revenue Miles
Deviated Fixed Route	362	20,000	4,148	57,740

- 8) The CITY may add, subtract, or substitute routes, miles, and hours of operation. The marginal contract rate per mile, and/or per hour shall apply to any such modifications if such changes are within 15% of the estimated amounts in Table 6 and Table 7.
- 9) The service will be provided during each month of the year, with service to be managed to allow for uninterrupted service throughout the agreement year.
- 10) Commencing with the first day of the term of the Agreement and continuing through the duration thereof, the PROPOSER agrees to furnish full and complete management, supervisory and operational services and equipment that are reasonably required for the public transit services contemplated by this Agreement.

G. SERVICES

- 1) PROPOSER shall supply all Transportation Operations including:
 - a) Supervision of all transit personnel employed by the PROPOSER and ensure safe, reliable, and efficient service.
 - b) Securing all insurance coverage required and handling all matters with insurance carriers (*see Insurance 50 below*).

- c) Direction and supervision of all accounting, bookkeeping, auditing, and purchasing related to this agreement in compliance with all regulations set forth by the CITY, the Illinois Department of Transportation (IDOT), and the Federal Transit Administration (FTA).
 - d) All transportation operating equipment, unless included as a City owned asset, required to provide paratransit service including hardware and software.
 - e) Any Proposer using FTA funded equipment shall identify that equipment in the Price Proposal and an offset will be calculated for Proposers with FTA funded equipment.
 - f) Studying and recommending changes in operating schedules, improve the efficiency and cost-effectiveness of paratransit service while maintaining on-time performance and customer satisfaction. Gain-sharing options may be negotiated during the term of the contract that reduce revenue-hours or peak vehicle requirements.
- 2) Employee Selection, Safety and Training including:
- a) Direction and supervision of the selection of all transit personnel employed by the PROPOSER.
 - b) Direction and supervision of said employees' training, conforming, whenever possible, to the best practices set forth by IDOT and the FTA.
 - c) Direction and supervision of safety programs, safety meetings, campaigns, and use of safety equipment for the PROPOSER's personnel, conforming, whenever possible, to the best practices set forth by IDOT and the FTA.
- 3) Advertising and Promotion
- a) The CITY shall control or contract out all advertising and promotion. CITY shall provide materials for distribution that may include brochures, pamphlets, customer comment forms, periodic surveys, rider-alerts, tickets, etc.
 - b) PROPOSER shall prepare and provide materials/copies for announcements related to service changes; advisories etc. and distribute brochures and any other material as directed by the CITY.
- 4) Ownership of Records and Documents / Confidential Information:
- a) PROPOSER agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Illinois Prevailing Wage Act.
 - b) PROPOSER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the CITY.
 - c) PROPOSER further agrees to keep as confidential any information belonging or relating to the CITY which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations, or accounts of the CITY.
 - d) This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act (FOIA) or if already previously disclosed by a third party.
 - e) PROPOSER acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the CITY to produce certain records that may be in the possession of PROPOSER.
 - f) PROPOSER shall notify the city of all FOIA requests within 24 hours of receipt of the request.
 - g) PROPOSER shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all

records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the PROPOSER was, in fact, the CITY).

- h) PROPOSER shall review its records promptly and produce to the CITY within two business days of contact from the CITY the required documents responsive to a request under the Act.
- i) If additional time is necessary to comply with the request, the PROPOSER may request the CITY to extend the time to do so, and the CITY will, if time and a basis for extension under the Act permits, consider such extensions.
- j) The PROPOSER shall agree to give FTA, Department of Justice, the Comptroller General of the United States, Illinois Attorney General, and IDOT, through any authorized representative, access to and the right to examine all electronic and paper records, books, papers or documents related to this agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

5) Governing Law

- a) This agreement shall be governed and construed in accordance with the laws of the State of Illinois (hereinafter STATE). Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois. PROPOSER expressly waives any right to venue in any alternate jurisdiction, including but not limited to an alternate state court or any federal court.

6) Independent Contractor

- a) PROPOSER shall have sole control over the manner and means of providing the work, equipment and services performed under this agreement.
- b) The CITY's relationship to the PROPOSER under this agreement shall be that of an independent contractor.
- c) PROPOSER will not be considered an employee to the CITY for any purpose. The parties agree that the PROPOSER is exclusively responsible for the determination of what work is required to complete the tasks outlined in the Scope of Services, beginning on page 7 above, and for the means and methods of completing such work.
- d) The CITY's compensation to PROPOSER shall be limited to the agreed upon amount and the CITY shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with the PROPOSER other than payment of the stated compensation in a timely manner.
- e) The PROPOSER shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.
- f) In the event that the CITY determines, in its sole discretion, that it is economically advantageous for the CITY to provide certain supplies, tools, or equipment for use by PROPOSER in lieu of paying PROPOSER to provide the same, the CITY and PROPOSER agree that PROPOSER shall then utilize the CITY's supplies, tools, or equipment according to its own determination of their best and appropriate use.
- g) PROPOSER shall be responsible for its' own personnel, training, instruction and related matters.
- h) PROPOSER shall be responsible for determining its sequence of performance for required work.

- i) PROPOSER shall be responsible to provide all equipment other than CITY owned revenue vehicles and vehicle equipment as defined on page 40.
 - j) PROPOSER's work shall be evaluated by the CITY based upon the end result of such work.
 - k) PROPOSER shall be responsible for any expenses incurred by PROPOSER in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the CITY on any debt, contract, or other agreement whatsoever.
 - l) The PROPOSER acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the CITY for purposes of being offered any protection or coverage under CITY insurance policies for tort immunity or other legal purposes.
- 7) Coordination of Services: As there are multiple transit service providers in the region, the selected PROPOSER shall be expected to coordinate services between all transit providers in the region to every extent possible.

H. PERSONS WITH DISABILITIES

- 1) The PROPOSER shall conform to all requirements of the Americans with Disabilities Act (hereinafter ADA) and the U.S. Department of Transportation regulations pursuant thereto in the provision of service.
- 2) The PROPOSER shall ensure that no person, on the basis of disability, is denied reasonable access to transit services or any reasonable accommodation with respect thereto.
- 3) The PROPOSER shall transport all special needs clients, including persons with disabilities, provided the client uses a "common wheelchair" pursuant to the definition contained in the U.S. Department of Transportation (hereinafter USDOT) regulations (49 CFR part 37.3) and any subsequent modification to those regulations that may be promulgated during this contract.
- 4) The PROPOSER shall use securement systems and any other safety means necessary to ensure that all common wheelchairs transported are properly secured.
- 5) The PROPOSER may contact the passenger or their representative and request to provide technical advice as to whether the device conforms to ADA guidelines.
- 6) If a mobility device does not meet common wheelchair guidelines, the PROPOSER may refuse to transport the device. The PROPOSER shall immediately notify the CITY Transit Manager in the event of a refusal of service due to non-common chair, and in its monthly report to the CITY, identify the passenger and non-conforming specification. The CITY and PROPOSER will work cooperatively to provide transportation to people with non-common mobility devices.
- 7) Pursuant to 49 CFR part 37, the PROPOSER may request, but cannot require, the passenger transfer from a non-common chair, to a chair provided by the PROPSER for boarding/alighting. The PROPOSER may request, but cannot require, the passenger transfer from non-common or common wheelchair to a regular passenger seat for transit.
- 8) Paratransit service shall be available at all times that fixed route service operates.

- 9) Eligibility requirements and process for approval of the paratransit service is determined by the CITY in accordance with ADA standards. A State of Illinois identification card, issued by **the Illinois Secretary of State**, that clearly states the person has a disability or is 65 years of age or older will confirm eligibility. The general public who currently use the service and do not qualify based on age or disability will be charged a premium fare as defined in *Operations, C2*.
- 10) The PROPOSER shall provide accessible information to all passengers at a level equal or better than the NIU policy at: https://doit.niu.edu/doit/policies_root/accessible-technology.shtml and in no circumstance shall the selected PROPOSER's minimum level of service fall below the minimum threshold required under applicable federal, state or local laws.

I. OPERATIONS

- 1) All Urban paratransit and flex route services shall start AND end within the **DeKalb Urbanized Area**; paratransit services requested to begin or end outside of the defined service area shall be considered as Rural paratransit operations with the exception of the Door-to-Door Paratransit with NEMT service; a map of the Urban service area can be found in Table 11 on page 33.
- 2) The fare for each service type can be found in Table 9:

Fare Category	Deviated Fixed Route	Door-to-Door Paratransit	Door-to-Door Paratransit w/Northern Illinois University	Door-to-Door Paratransit for Non-Emergency Medical Transportation
General Public	\$0.50	\$5.00	\$5.00	\$15.00
Individual w/ Disability	\$0.25	\$1.00	\$1.00	\$7.50
Senior Citizen (65+)	\$0.25	\$1.00	\$1.00	\$7.50
K - 12 Student	\$0.25	\$5.00	\$5.00	\$15.00
NIU Student	Free	Free	Free	\$15.00
Children 5 and Under	Free	Free	Free	Free

- 3) All passenger fares collected by the PROPOSER shall be property of the CITY. The PROPOSER shall track fare type for each service and each day of operation. Fares shall be deposited in a separate account from other accounts of the PROPOSER in a financial institution in the DeKalb Urbanized Area that is acceptable to the CITY. Fares will be stored in a secure location in the garage or office and will be deposited in the financial institution at least once per week.
- 4) The PROPOSER shall maintain a base of operations at a CITY approved location in the service area for project administration, operations, and maintenance of system vehicles within five (5) miles of the City of DeKalb city limits
- 5) The PROPOSER must also provide a toll-free phone number for customers for general information, problem solving, complaints, commendations, and other categories of interaction. The telephone information line shall remain open during all hours of operation.

Other modes of communication such as email may be proposed to augment the telephone information system.

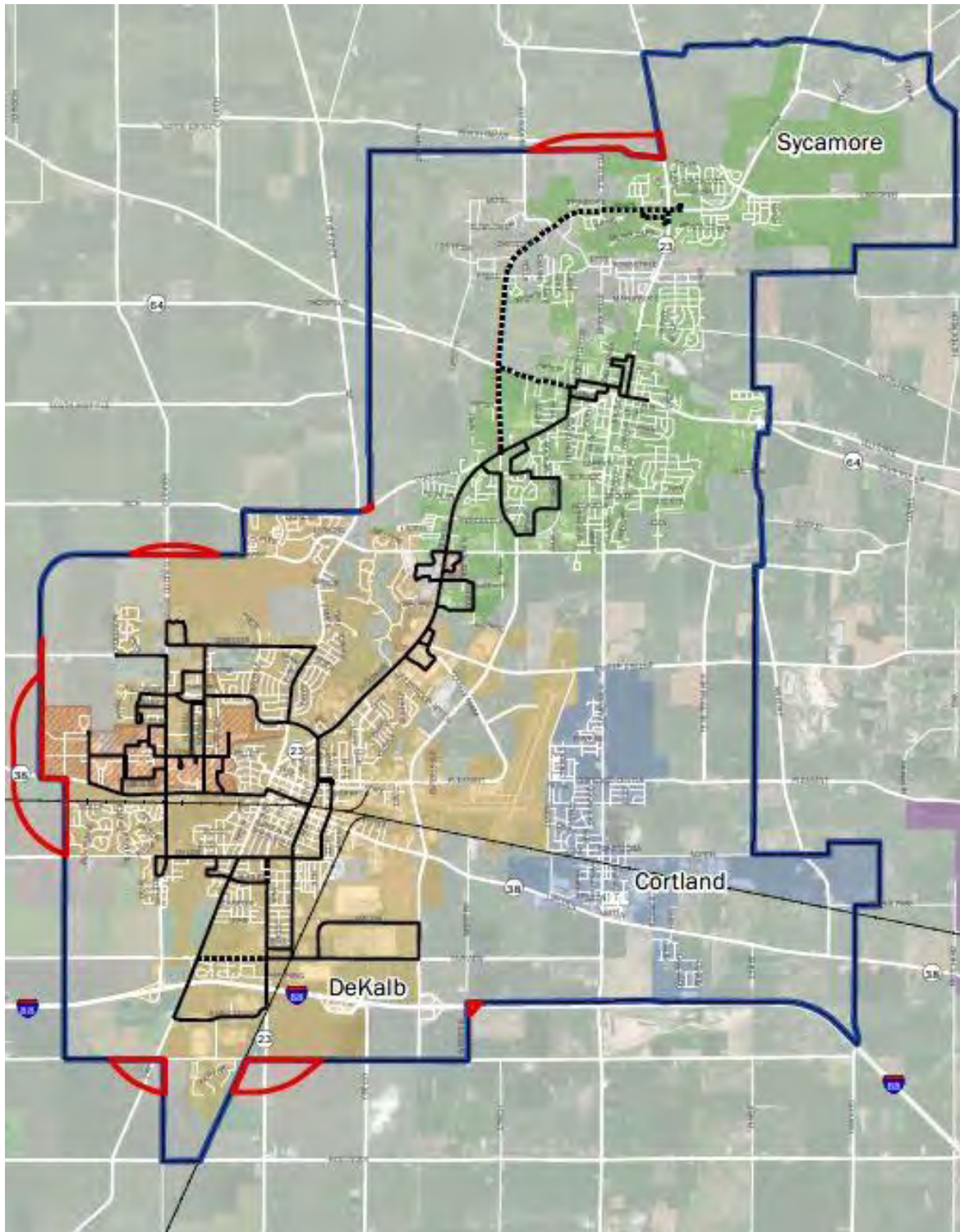
- 6) PROPOSER may use app-based reservation systems and email reservations, but not required. PROPOSER should clearly identify in its proposal if methodology other than phone-based reservations will be implemented as part of this contract and what date that implementation will occur
- 7) The days and hours of the service may be altered by the CITY by giving the PROPOSER a minimum of seven (7) days written notice of the revised days.
- 8) Any change in the service level shall be deemed "substantial" if the cumulative total of CITY service changes measured over a period of one (1) year results in a service level either more than 15% above or below the established bid service level.
- 9) Number and hours of vehicles in service may vary according to demand. The CITY shall approve the actual number of vehicles used and hours of service provided. There is seasonal fluctuation in demand for paratransit service in the DeKalb Urbanized Area. Table 4 shows monthly paratransit ridership in 2019.
- 10) The PROPOSER shall enforce rules and regulations for passengers that ensure a safe and comfortable ride for all passengers. Passenger removals and ride privilege suspensions will be in accordance with the PROPOSER'S rules and regulations and applicable laws. PROPOSER shall provide written standards for processes for removal of passengers that are non-discriminatory. The CITY will work collaboratively with the PROPOSER to establish mutually satisfactory rules and regulations. Any complaints, lawsuits, or legal action regarding removal of passengers shall be the responsibility of the PROPOSER.
- 11) The CITY will make the final determination of suspension of a passenger.
- 12) The PROPOSER will maintain two-way communication with all employees operating revenue and non-revenue vehicles.
- 13) A driver's handbook shall be provided by the PROPOSER to each driver indicating operating policies, safe driving techniques, passenger relation protocols and other information to provide a safe, efficient, and reliable bus system with an emphasis on a high level of customer service. The PROPOSER will provide a copy to the CITY with changes to the manual as it is revised throughout this agreement.
- 14) The PROPOSER shall retain all written and electronic driver logs throughout the period of performance under this contract and for five years after the end of the contract and shall permit the CITY to inspect these logs at any time.
- 15) The PROPOSER shall, in consultation with the CITY, make available the use of transit vehicles for emergency preparedness exercises upon request by the CITY. The CITY in coordination with emergency preparedness organizations and police and fire, may utilize transit vehicles and equipment for area emergency first responder training, so that they can properly respond to emergency incidents involving public transportation vehicles.

- 16) In the event of a major natural emergency such as tornado, flood, earthquake, or man-made catastrophe, the PROPOSER shall make labor, management, transportation, and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from the CITY is intact, the PROPOSER shall follow instructions of the CITY. If the normal line of direct authority is broken, and for the period it is broken, the PROPOSER shall provide such emergency assistance following instruction from the City of DeKalb Police Department or Fire Department. The CITY and PROPOSER shall work together to develop an emergency response plan. Upon the cessation of an emergency, as determined by the CITY the PROPOSER shall immediately resume normal transit operations as required under the Contract.
- 17) The PROPOSER shall maintain detailed records of all costs, including hours, fuel, other materials, and personnel associated with the emergency assistance during man-made or natural disasters.
- 18) The PROPOSER shall provide up to 50 hours per year of staff time participating in emergency preparedness drills and exercises, and emergency assistance included in the base bid set forth in the Contract. Any billing for emergency assistance during a man-made or natural disaster shall be separate.
- 19) The PROPOSER'S General Manager or designate shall attend meetings as requested by the CITY where transportation issues are discussed, such as: DSATS Policy and Transit Sub-Committee meetings and City Council meetings. Compensation for attendance at these meetings shall be included in the base bid.
- 20) The General Manager shall have experience as a General Manager or Assistant General Manager in a similar bus operation. The CITY reserves the right to approve the PROPOSER'S proposed and successive management personnel. The persons serving in management shall not perform any other duties for PROPOSER, being solely dedicated to management of CITY transit operations unless CITY provides written authorization to work on other projects. The PROPOSER must receive approval for the transfer of management personnel from this project to another.
- 21) The PROPOSER shall have adequate management staff to provide supervision of employees to ensure a safe, efficient, and reliable bus service.
- 22) The Maintenance Manger shall have successful experience managing the maintenance of a transit or truck fleet of similar size and complexity.
- 23) Any management personnel assigned to this project must remain in that position for a period of one (2) years unless the CITY asks the PROPOSER to remove such manager(s). If for reasons other than a personal termination (voluntary resignation of employment with the PROPOSER) or emergency, any managers that leave prior to this date, the CITY at its sole discretion, may immediately assess a penalty equal to one and a half (1½) times the manager's monthly salary for all remaining months in the contract, collected through a reduction in payment owed the PROPOSER in the next invoice cycle, or as otherwise agreed upon. All voluntary terminated management personnel shall not be re-employed with the PROPOSER or its parent or subsidiary companies or organizations. Any personnel assigned to fill open management positions on a temporary basis must meet the qualifications as stated in the scope of work for a permanent manager or have similar experience as determined by the CITY.

- 24) If for any reason a management position is left open or not permanently filled with a qualified full-time manager approved by the CITY for more than sixty (60) days, a penalty equal to the manager's monthly salary may be immediately assessed by the CITY and collected through a reduction in payment owed the PROPOSER in the next invoice cycle, or as otherwise agreed to at the CITY's discretion. Such liquidated damages may continue to be assessed for each subsequent month in which no permanent manager is designated.
- 25) It is the intention of the CITY to develop a cooperative relationship with the PROPOSER. If problems occur, the CITY, and PROPOSER will work together to resolve them quickly and in a manner that provides the best service for our passengers. In general, liquidated damages will only be imposed after the PROPOSER has had opportunities to make corrections and failed to meet the needs of the CITY.
- 26) Liquidated damages shall be deducted automatically by CITY from the invoice for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages.
- 27) Liquidated damages and the formula therefor shall be specifically described in the contract between the CITY and PROPOSER.
- 28) Table 10 below shall clarify Actual Vehicle Hours, Actual Vehicle Miles, Vehicle Revenue Hours and Vehicle Revenue Miles as in accordance with the National Transit Database Policy Manual:

Activity	Actual Vehicle Hours	Actual Vehicle Miles	Vehicle Revenue Hour	Vehicle Revenue Mile
Vehicle idles at the dispatching point.	No	N/A	No	N/A
Vehicle departs dispatching point to pick up a passenger.	Yes	Yes	No	No
Vehicle waits for a passenger at the pick-up point.	Yes	N/A	Yes	N/A
After a passenger drop-off, the vehicle departs to pick up another passenger with no passengers onboard.	Yes	Yes	Yes	Yes
Driver travels to a restaurant for lunch after the last passenger drop-off.	No	No	No	No
Driver eats their lunch at a restaurant.	No	N/A	No	N/A
Driver leaves restaurant to pick up passengers	No	No	No	No
Vehicle transports passengers from a community center to a shopping mall.	Yes	Yes	Yes	Yes
Vehicle waits at the shopping mall until it is time to bring passengers back to the community center.	Yes	N/A	Yes	N/A
Vehicle returns to the dispatching point with no passengers onboard.	Yes	Yes	No	No

Table 11 – Urban paratransit service area. Blue line represents the DeKalb Urbanized Area boundary. Red lines represent areas outside of the Urbanized Area that are eligible for paratransit service because they are within $\frac{3}{4}$ of a mile of a fixed route. All Urban Paratransit service must **BEGIN AND END** within the Urbanized Area.



J. CUSTOMER SERVICE/COMPLAINTS

- 1) The PROPOSER shall submit a plan for managing and monitoring customer service performance for all aspects of the operations. The plan shall be updated on a regular

basis. A significant component of the plan will involve managing complaints and should consider the following requirements:

- a) The PROPOSER and CITY staff shall implement a complaint/incident monitoring system within first month of the implementation of this agreement. This system should monitor all complaints, including but not limited to on-time performance, service delivery, Title VI, ADA, and Disadvantaged Business Enterprise complaints and any Civil Rights complaints. The monitoring process should clearly identify the required monitoring duties of both the CITY and PROPOSER staffs. Civil Rights complaints shall be relayed to the Transit Manager by the next business day after receipt by the PROPOSER.
- b) Civil Rights complaints, Title VI complaints, grievances, or other complaints relating to the employment relationship between the PROPOSER and its employees are the responsibility of the PROPOSER.
- c) In order for complaints to be most useful, the name, address, and telephone number (or email address) of the complaining party shall be provided. For customers who have intellectual, emotional, or physical limitations that inhibit their ability to provide such information, a contact person familiar with the complainant shall be an acceptable reporter of the complaint.
- d) Anonymous complaints will be received and logged into the overall complaint process reporting system. While anonymous complaints will be of limited value for evaluating an issue, investigations may be warranted based upon the content of anonymous complaints. Some complaints may be received through social media and, if lacking contact information about the complaining party, should still be evaluated appropriately based on the nature of the complaint. The CITY and PROPOSER's staff shall hold all complaints received in strict confidence except to the extent required by applicable laws.
- e) The PROPOSER's staff will investigate and resolve all complaints for which the PROPOSER is identified as the responsible investigator within five (5) working days. A written response (email or letter) will be provided to the complainant. The written response will contain the following information as appropriate:
 - i) A copy of the initial complaint;
 - ii) If the problem has been resolved, a description of the resolution;
 - iii) If the issue is still being investigated, an estimate of the additional time needed for further investigation;
 - iv) If the issue cannot be resolved, documentation shall be provided as to why the issue cannot be resolved;
 - v) If the investigation reveals that the complaint has no merit, documentation shall be provided.
- f) A record of complaints shall be maintained and submitted to the CITY staff on a monthly basis and on demand as needed.

K. CONTRACTOR STAFF

- 1) General Manager
 - a) The selected PROPOSER shall designate a General Manager who shall oversee the day-to-day operation of the service. The PROPOSER shall state if the General Manager is a shared position with other transportation services provided at the DeKalb site, or with other corporate responsibilities. The PROPOSER will state what percentage of time the General Manager will spend on service in DeKalb. The General Manager submitted by the PROPOSER must be the individual who will actually serve

- as the on-site General Manager should the contract be awarded to that firm. Should the firm propose to provide a General Manager other than the individual named in the proposal after contract award, the CITY retains the right to disqualify that PROPOSER and offer the contract to another qualified proposer.
- b) The selected PROPOSER shall be free to assign other non-project related duties to the General Manager during the person's tenure on the project. These duties, however, shall be secondary to the principal role of managing this service and shall not interfere in any manner with the duties of managing the scope of services described herein.
 - c) During periods of personal leave (e.g., vacation leave, sick leave, etc.), the selected PROPOSER shall designate other personnel who will perform the duties of the General Manager in the person's absence.
- 2) Dispatch and office staff
- a) The selected PROPOSER shall supply a sufficient number of employees to staff the office at all required times and perform all necessary tasks associated with the provision of safe, efficient, and reliable service. The selected PROPOSER will be responsible for training these employees and making sure that all program policies and procedures are understood and followed. PROPOSER will present an organization chart with the number of full and part time people planned for this contract.
- 3) Driver Qualifications and Training
- a) The selected PROPOSER agrees that it will not allow any person to drive a vehicle whose character and abilities to safely operate the vehicle are not of the highest level, or whose conduct might in any way expose any passenger to any impropriety of work or conduct whatsoever, nor shall the selected PROPOSER allow any person to drive a vehicle who is not at the time in a condition of mental, physical, and emotional stability.
 - b) The responsibility for hiring and discharging personnel in respect to this contract shall rest entirely upon the selected PROPOSER, and the selected PROPOSER agrees that it shall not enter into agreement or arrangement with any employees, persons, groups or organizations which may in any way interfere with the selected PROPOSER's ability to comply with this requirement.
 - c) The selected PROPOSER shall screen all driver candidates to ensure that the selected PROPOSER'S standards are applied. Under no condition will an applicant be accepted as a driver for this program if the person has been convicted of any felony, any sex crime or crime involving any sexual misconduct, any hate crime, any crime targeting any person based on their demographics or any protected classification (including but not limited to any crime which was charged with any aggravating factors based upon the demographics or protected classification of any victim thereof including but not limited to race, age or gender), any crime resulting in a requirement of registration as a registered sex offender, any felony or misdemeanor involving the driving or operation of a motor vehicle, any crime relating to the operation of any form of motorized vehicle while under the influence of any intoxicant, or any felony or misdemeanor involving the possession or consumption of any illegal drug, cannabis, or alcohol. The selected PROPOSER shall be responsible for undertaking a full and comprehensive background check to confirm compliance with the foregoing standards, at its sole expense. In no event shall selected PROPOSER permit any person to operate any of its vehicles with passengers therein if such person has not

- completed a full background screening and demonstrated compliance with the foregoing requirements.
- d) Nothing in these Contract Documents shall inhibit the selected PROPOSER'S right to negotiate more stringent employment conditions.
 - e) All drivers shall receive initial driver training through appropriate training programs and show proof of successful completion of training.
 - f) Drivers will receive continuing education and ongoing training in areas such as defensive driving, rider satisfaction, sensitivity training, etc. on a recurring basis and selected PROPOSER will maintain records of the programs and driver attendance and understanding of the continuing education programs.
 - g) All drivers and supervisors are required to possess and maintain the following:
 - i) Valid Illinois Driver's License with appropriate class recognition and endorsements necessary to operate public transit vehicles.
 - ii) United States Department of Transportation Medical Card.
- 4) All staff employed by the selected PROPOSER in fulfilling this agreement shall be considered employees of the selected PROPOSER and not the agents, servants or employees of the CITY.

L. REPORTING REQUIREMENTS

- 1) The selected PROPOSER will be responsible for implementing a record keeping and reporting system. This system will be compliant with National Transit Database and IDOT reporting requirements and will submit required reports in a timely basis. The PROPOSER will be responsible for providing any information required to the CITY. With permission of the CITY, the PROPOSER may file reports directly with the oversight agency but will still need to provide copies to the CITY.
- 2) PROPOSER shall submit various reports as requested by the CITY. Format of reports shall be defined upon agreement approval. The statistics maintained shall include, but not limited to:
 - a) Operating Statistics: operating days; one-way trips; daily driver assignment passenger totals; total passengers; revenue hours, deadhead, and non-revenue hours; revenue miles, deadhead, and non-revenue miles; passengers per revenue-hour, revenue miles per revenue hour, and passengers per revenue mile.
 - b) Other Reporting Statistics that may be required by IDOT; NTD; and the FTA.
 - c) The PROPOSER can submit additional reports, developed by the PROPOSER, that will enhance the CITY's understanding of the efficiency and effectiveness of the bus service.
- 3) The PROPOSER shall submit driver training schedules and preventative maintenance schedules when requested by the CITY.
 - a) PROPOSER may be required to register with the National Transit Database. The PROPOSER shall also coordinate with the CITY staff to submit the CITY annual NTD reports. The City of DeKalb is a full reporter to NTD. Information shall be reported to NTD through the City of DeKalb and PROPOSER may not have an NTD Reporter ID for urban paratransit service in the DeKalb, Illinois Urbanized Area.
- 4) PROPOSER will warrant the accuracy of this information; any discrepancies shall be at the PROPOSER'S expense. All data collected by the PROPOSER shall be available

upon request for audit and inspection by the City. Failure to provide data and information upon request may result in liquidated damages.

- 5) PROPOSER will provide daily passenger counts by fare type including passengers with disabilities, seniors age 65 and older, and general public by day. Data will be presented in the monthly report.
- 6) The city standard for "on-time" is a 10-minute window before and after the scheduled pick up time. PROPOSER shall have sufficient resources so that 95% of all paratransit trips are picked up within the 20-minute window. On-time performance can be waived in adverse weather conditions and natural or man-made disasters as determined by the CITY.
- 7) The PROPOSER shall provide a quality control plan that demonstrates a strategy for managing and monitoring overall operational performance in preparation of submitting a Monthly Data Report to the City. The plan shall include tracking of key performance metrics, such as on-time performance, and other metrics that the PROPOSER currently uses.
- 8) On a monthly basis, the PROPOSER shall prepare a Monthly Data Report which shall be submitted to the City with the monthly invoice on or before 5 p.m. of the seventh calendar day of the following month. The Monthly Data Report shall include the monthly operating data indicated below and, at a minimum, the following additional reports:
 - Total driver hours by service type
 - Total vehicle hours by service type
 - Total vehicle miles by service type
 - Revenue hours by service type
 - Revenue mileage by service type
 - Deadhead miles by service type
 - Deadhead hours by service type
 - Total passengers by service type, by fare type
 - Missed service by run with reason for missed service
 - Missed trips (when the vehicle arrives outside of the pickup window and the rider does not accept the ride)
 - Trip Denials for Paratransit Services
 - No-Shows for Paratransit Services
 - Cash fares by Service
 - On-Time Performance by Service Type
 - Preventive Maintenance Inspections
 - Vehicle Failures by Route/Service (road calls while in revenue service)
 - Other operating data as requested

Telecommunications:

- Calls Received
- Calls Answered (Number and % of total received)
- Calls Abandoned (Number and % of total received)
- Average wait time for answered calls (Total, peak/off peak)
- Average wait time for abandoned calls (Total, peak/off-peak)
- Maximum wait time for answered calls
- Maximum wait time for abandoned calls

- Average call time (duration)

The PROPOSER shall complete and keep records (for the duration of this agreement) of the following reports:

- Daily Vehicle Inspection Report (DVIR) including wheelchair lift/ramp failures.
 - Preventive Maintenance Inspection (PMI) Reports
 - Road Call Report Card (while in Revenue Service; to include miles between mechanical road calls by category per NTD requirements)
 - Fuel usage per month per vehicle
 - Miles traveled per vehicle, per month
 - All information must be complete and accurate.
- 9) PROPOSER shall perform NTD Surveys of sample trips as directed by the City. Unlinked Passenger Trips Sampling and Average Trip Length shall be conducted as prescribed by applicable NTD Sampling manual or Regulation that is applicable.
- 10) PROPOSER may include additional reporting information that is standard in other paratransit systems they operate and will include that criteria in their submittal as an enhancement.
- 11) Payment to the PROPOSER may be delayed if the required monthly reporting data is not submitted in a timely manner.

M.AGENCY OVERSIGHT AND MANAGEMENT

PROPOSER performance pursuant to this procurement will be managed by the CITY staff and PROPOSER staff as necessary. CITY personnel will, among other responsibilities, conduct unannounced audits of PMI performance, monitor the adequacy and conduct of repairs, approve major rebuilds, monitor warranty administration and repairs, and conduct unannounced pull-out inspections at least once per quarter.

N. CITY OWNED VEHICLES AND EQUIPMENT

- 1) The PROPOSER will provide all equipment to provide the services defined in this contract with the exception of equipment and vehicles listed on Pages 40 & 41 below.
- 2) A Lease Agreement shall be prepared and executed for all City owned equipment and vehicles leased to the PROPOSER for the provision of public transit. The Lease Agreement shall include:
 - a) Listing of all available equipment being leased;
 - b) Date of purchase of each leased item;
 - c) Original cost of each leased item;
 - d) Cost of the lease for each leased item;
 - e) Estimated useful life of each item;
 - f) Estimated replacement date of each item;
 - g) Policy of disposition once each leased item has surpassed its useful life; and
 - h) Any additional information required by FEDERAL, STATE, and CITY officials.
- 3) PROPOSER shall have access to city vehicles after October 5, 2020 for inspection and review of maintenance records.

- 4) All revenue vehicles used by PROPOSER in the performance of services under the contract pursuant to this RFP shall be provided by the CITY. Support vehicles will be provided by the PROPOSER. All vehicles shall be maintained in good, safe and workmanlike condition at all times, in accordance with all applicable legal standards and regulations applicable to vehicles (and transit vehicles) operated on public roadways. PROPOSER shall provide a written preventative maintenance policy and program for the bus fleet used in the performance of services under this RFP. In addition, PROPOSER shall provide a written policy outlining the daily cleaning and disinfection protocol for the interior and exterior of the bus fleet, as well as a policy for addressing mid-route cleanup due to any hazardous conditions, bodily substance discharges or other unexpected conditions. Such written policy shall specify a bloodborne pathogens protocol in compliance with applicable federal and state laws.
- 5) Separately, without regard to the contents of the policies, PROPOSER shall be obligated to maintain the bus fleet in top mechanical condition, in full compliance with legal standards and best management practices, at all times, and shall similarly be required to keep the interior and exterior of the bus fleet clean, sanitary and attractive at all times. The failure to maintain the bus fleet shall be grounds for imposition of liquidated damages as a violation of the minimum standards of the Agreement.
- 6) Buses still in warranty will be processed by the PROPOSER to recover any eligible warranty claims. Any monies received from warranties will be collected and utilized by the CITY for transit expenses.
- 7) Damaged vehicles due to accidents shall be promptly repaired by the PROPOSER or sub-contractors. A daily vehicle repair log must be kept by PROPOSER. All body and glass damages are the sole responsibility of the PROPOSER and shall be repaired within thirty (30) days from the date of the accident or the date when the damage was first identified. If an extension of time is necessary, requests must be submitted in writing to the CITY contact that will make the determination. Consistent with CITY standards, vehicles with body damage other than minor scratches shall not be released for operation until repairs have been completed. If a vehicle is destroyed and the PROPOSER is at fault, the PROPOSER shall be required to pay the remaining federal share of the vehicle to the CITY. All and any damage caused by PROPOSER shall be repaired by PROPOSER at the PROPOSER's cost.
- 8) The PROPOSER will provide a facility that is adequate to maintain the bus fleet, including an operational diesel and gasoline fueling station and related equipment, within five miles of the City limits of the City of DeKalb. PROPOSER shall assume all liability for fuel storage (CITY purchased fuel) and dispensing procedures and shall engage in all fuel related activities in a fashion compliant with applicable laws. If the PROPOSER is unable to provide onsite fuel storage, fuel can be purchased at an off-site location. All fuel purchases made at an off-site location must be reconciled with a copy of a receipt to the CITY. Fuel purchases submitted to the CITY without receipts will be non-reimbursable.
- 9) The PROPOSER will submit required information for FTA Transit Asset Management.
- 10) Vehicles shall be painted in a paint scheme designed by the CITY at the time requested by the CITY. PROPOSER identification will be in an acceptable size and location as determined by the CITY.

- 11) No commercial advertising will be allowed on the exterior or interior of any vehicle without prior CITY approval. PROPOSER may be required to post CITY approved flyers inside the buses. Any revenues received from advertising will be collected by the CITY.
- 12) PROPOSER must post any fliers or notifications on every bus which are mandated by federal and state public transit regulations and shall be provided by the CITY.
- 13) All maintenance and repairs of vehicles shall be in accordance with City specified standards (i.e., in accordance with original manufacturer's specifications), whether performed by the Contractor or authorized subcontractors. Maintenance of City equipment shall be done at a time that will ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles will be available for service during the service day.
- 14) The PROPOSER shall maintain vehicles in such a way as to, at all times, protect the City's investment. This requires prompt response to ensure that repairs are done at the point where they will require the least expenditure. The PROPOSER shall consult with the CITY prior to performing significant repairs on any vehicle within 12 months of the end of their useful life.
- 15) The PROPOSER and CITY staff shall perform an annual inspection of all CITY owned vehicles and equipment.

City of DeKalb
Equipment and Vehicle List as of May 1st, 2020

Item	Year Purchased	Make and Model	Owner	Total Number
Drill Press	Unknown	Clarke Metalworker BTA	City of DeKalb	1
Wheel Dolly	Unknown	Wesco Industrial Products	City of DeKalb	1
Hydraulic Press	Unknown	20 Ton NAPA Hein-Werner	City of DeKalb	1
Engine Crane	Unknown	2 Ton ATD-7484	City of DeKalb	1
Vehicle Radios	2011	HDM 150	City of DeKalb	21
Radio Base	2011	Astron	City of DeKalb	1
Handheld Radio	2011	HDP 150	City of DeKalb	2
Fare Boxes	2012	Diamond (installed in Eldorado Heavy Duty Buses)	City of DeKalb	2
Wireless Mobile Column Lifts	2013	Stertil-Koni 18,000 Pound Capacity	City of DeKalb	4
Vehicle Cameras (Set of 7 Cameras)	2016	Angel Trax	City of DeKalb	21
Vehicle Camera Hard Drive	2016	Angel Trax 1TB SATA 3 SS1TB-3D	City of DeKalb	42
A/C Machine	2016	Robinair 17800B	City of DeKalb	1
Wheel Balancer	2017	Coats 1500	City of DeKalb	1
Salt Spreader	2018	Western Tornado Poly Hopper Spreader	City of DeKalb	1
Server	2018	Dell T330	City of DeKalb	1
Desktop Computer	2019	Dell 5060	City of DeKalb	15
Mouse and Keyboard	2019	Dell KM714 Wireless Mouse and Keyboard	City of DeKalb	15
Computer Monitor	2019	Dell 24 Inch Monitor	City of DeKalb	30
Laptop Computer	2019	Dell 5590	City of DeKalb	2

Count	Fleet Number	Year	Make	Model	Mileage	Vehicle Identification Number	Purchase Cost	Non-Revenue/Revenue	Useful Life (Yrs)	Estimated Replacement Year
1	S02	2007	Ford	F-350	59,809	1FTWX315X7EA51682	\$39,052	Non-Revenue	8	Will not be Replaced
2	MV6	2008	Chevrolet	Uplander Minivan	222,092	1GBDV13W98D209559	\$33,916	Revenue	5	Has been replaced
3	28	2009	Ford	Cutaway Light Duty	232,584	1FDEE35L89DA29775	\$50,145	Revenue	7	Has been replaced
4	31	2009	Chevrolet	Super Medium Duty	182,408	1GBE5V1969F403481	\$92,396	Revenue	9	Has been replaced
5	33	2009	Ford	Cutaway Light Duty	197,452	1FDEE35LX9DA29776	\$50,145	Revenue	7	Has been replaced
6	49	2009	Ford	Cutaway Light Duty	273,067	1FDEE35L59DA29779	\$50,145	Revenue	7	Has been replaced
7	46	2009	Ford	Cutaway Medium Duty	222,759	1FDFE45S99DA29771	\$57,244	Revenue	8	Has been replaced
8	25	2012	Eldorado	Heavy Duty Bus	208,452	1N9APACL6CC084074	\$412,130	Revenue	12	FY-2024
9	51	2012	Eldorado	Heavy Duty Bus	155,426	1N9APACL5CC084072	\$423,245	Revenue	12	FY-2024
10	MV16	2017	Dodge	Braun Minivan	52,112	2C7WDGBG3HR797933	\$38,034	Revenue	5	FY-2022
11	MV17*	-	-	Minivan	-	-	-	Revenue	5	FY-2021
12	MV18	2017	Dodge	Braun Minivan	53,003	2C7WDGBGXHR797928	\$38,034	Revenue	5	FY-2022
13	53	2017	Ford	Cutaway Medium Duty	54,464	1FDFE4FS6HDC71009	\$58,167	Revenue	8	FY-2026
14	54	2017	Ford	Cutaway Medium Duty	45,571	1FDFE4FS4HDC71011	\$58,167	Revenue	8	FY-2027
15	55	2017	Ford	Cutaway Medium Duty	63,634	1FDFE4FS5HDC71017	\$58,167	Revenue	8	FY-2025
16	56	2017	Ford	Cutaway Medium Duty	48,383	1FDFE4FS6HDC70992	\$58,167	Revenue	8	FY-2026
17	57	2017	Ford	Cutaway Medium Duty	52,218	1FDFE4FS5HDC71003	\$58,167	Revenue	8	FY-2025
18	58	2017	Ford	Cutaway Medium Duty	46,562	1FDFE4FS7HDC70970	\$58,167	Revenue	8	FY-2027
19	61	2017	Ford	Cutaway Light Duty	40,270	1FDEE3FS3HDC77825	\$54,708	Revenue	7	FY-2026
20	62	2017	Ford	Cutaway Light Duty	44,490	1FDEE3FS1HDC77810	\$54,708	Revenue	7	FY-2026
21	63	2017	Ford	Cutaway Light Duty	45,016	1FDEE3FS0HDC77815	\$54,708	Revenue	7	FY-2025
22	64	2017	Ford	Cutaway Light Duty	49,447	1FDEE3FS4HDC77817	\$54,708	Revenue	7	FY-2025
23	65	2017	Ford	Cutaway Light Duty	55,964	1FDEE3FSXHDC77823	\$54,708	Revenue	7	FY-2024
24	66	2019	Ford	Super Medium Duty	1,078	1FDAF5GY5KDA16150	\$97,945	Revenue	9	FY-2027
25	67	2019	Ford	Super Medium Duty	780	1FDAF5GY5KDA11384	\$97,945	Revenue	9	FY-2027
26	68	2019	Ford	Super Medium Duty	810	1FDAF5GY5KDA13856	\$97,945	Revenue	9	FY-2027

* Not Currently in Service	
Estimated Replacement by Year	
FY-2021	1
FY-2022	2
FY-2023	0
FY-2024	3
FY-2025	4
FY-2026	4
FY-2027	5

Revenue Vehicles	Amount
Minivans:	3
Light Duty Vehicles:	8
Medium Duty Vehicles:	7
Super Medium Duty Vehicles:	4
Heavy Duty Vehicles:	2
TOTAL	24
Minivans do not have camera system or radios installed.	

O. FEDERAL AND STATE REGULATIONS

- 1) Incorporation of FTA terms: The following provisions include, in part, certain Standard Terms and Conditions required by IDOT, whether or not expressly set forth in the agreement provisions found herein. All contractual provisions required by IDOT and the FTA and as set forth in the most current FTA Circular C 4220.1F (<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>), are hereby incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The selected PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any CITY request that would cause the CITY to be in violation of the FTA terms and conditions. The PROPOSER shall always comply with all applicable FTA regulations, policies, procedures and directives, including without limitation to those listed directly or by reference herein, as they may be amended or promulgated from this time during the term of this agreement. The PROPOSER's failure to so comply shall constitute a material breach of this agreement.
- 2) In addition, the PROPOSER and any subcontractors shall adopt a drug-free policy as outlined in FTA and IDOT regulations. The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posted by the misuse of alcohol, cannabis, and use of prohibited drugs. The PROPOSER shall also follow best practices for prescription and over the counter drug use by employees that may impair their ability to perform their duties in a safe and courteous manner.
- 3) This policy is also intended to comply with all applicable FEDERAL and STATE regulations governing workplace anti-drug and alcohol programs (see (A24) on page 103 below) in the transit industry. The FTA of the USDOT has published 49 CFR Part 653 and part 654, as amended, that mandate urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The USDOT has also published 49 CFR Part 40, as amended that sets standards for the collection and testing of urine and breath specimens. In addition, the FEDERAL government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.
- 4) The PROPOSER and all subcontractors shall acknowledge and affirm that they shall comply with the provision of all applicable state and federal laws, including but not limited to Section 2-105A of the Illinois Human Rights Act (see <http://www.illinois.gov/dhr/Pages/default.aspx>).
- 5) The PROPOSER shall comply with all other appropriate FEDERAL and FTA requirements as noted or inferred.
- 6) The PROPOSER shall comply with all STATE, IDOT, and DOAP requirements as noted or inferred.

- 7) The PROPOSER shall be an active participant in the FTA Triennial Review to ensure both the PROPOSER and the CITY are complying with all active regulations implemented by both the FTA and the STATE. The PROPOSER shall also be an active participant in any specialized program reviews which the FTA or STATE may conduct to ensure more in-depth compliance with all required regulations.
- 8) The PROPOSER shall adopt the CITY Title VI Plan (effective May 31, 2019) and adhere to all its regulations. This plan includes service standards, policies to handle all Title VI complaints, and a Limited English Proficiency plan as required by FTA regulations.
- 9) The PROPOSER shall adhere to the DeKalb Sycamore Area Transportation Study's current and future Public Participation Plan (<https://dekalbcounty.org/wp-content/uploads/2018/12/dsats-publicparticipationplan-2013.pdf>) for public comment on fare increases, and major services reductions or modifications.
- 10) The PROPOSER shall provide a plan for managing any Rural transit; regional fixed routes; taxi; app-based demand service; school bus service; charter service; and other transportation services that **will not** be funded by this contract. The plan shall show how those services shall be completely separated from all transit service provided as part of this agreement. The PROPOSER shall prove that any capital equipment or operating assistance purchased with FTA grant funds shall NEVER be used in the provision of Charter or other ineligible services. The plan shall also show conformity to all FTA regulations as they relate to school bus and charter bus service. If school bus service is operated from the selected PROPOSER's facility, the PROPOSER shall develop a cost model that separates transit from charter or school bus cost. The cost model shall be approved by FTA and IDOT.
- 11) PROPOSER shall have a policy on how it handles Equal Employment Opportunity (EEO) complaints.
- 12) All subcontractor contracts and agreements entered into by PROPOSER in support of the CITY agreement are subject to all FTA rules and regulations and must include all applicable clauses as identified in the FTA Best Practices Procurement Manual (hereinafter BPPM) (<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>) and in the BPPM Federally Required and Other Model Clauses on the FTA website at: <https://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses>.

P. SAFETY AND SECURITY

- 1) PROPOSER shall provide CITY staff with all necessary documentation supporting security expenditures. PROPOSER will provide minimum or greater security expenditures in accordance with FTA regulations.
- 2) PROPOSER will comply with all Federal Transit Administration and Illinois Department of Transportation safety requirements for the implementation of the Public Transportation Agency Safety Plan.
- 3) PROPOSER shall submit comprehensive Safety and Security plans to the City demonstrating compliance with applicable regulations and incorporating best practices to

safeguard customers, employees, and resources. Plans should be updated on a regular basis.

Q.DISADVANTAGED BUSINESS ENTERPRISES

- 1) This agreement shall have an initial subcontractor Disadvantaged Business Enterprise (DBE) goal of 0.49%.
- 2) The PROPOSER shall conform to all FTA DBE requirements (*see(A9) Disadvantaged Business enterprise (DBE) on page 80 below*).
- 3) Procedures to handle any Disadvantaged Business Enterprise (DBE) complaints which may be received by PROPOSER (until new DBE plan is approved, the existing DBE plan developed by the CITY shall be in effect);
- 4) The current CITY overall DBE Goal is 0.49% and shall be renewed in 2021. PROPOSER shall conform to all FEDERAL, STATE, and local regulations as they pertain to DBE payments. In order to comply with DBE regulations PROPOSER shall provide the following:
 - a) Identification of all DBE Subcontractors and contact information;
 - b) Copy of any relevant contracts or agreements with DBE Subcontractor firms;
 - c) Estimated annual payments to DBE Subcontractor; and
 - d) Submittal of DBE Subcontractor Invoices and proof of payment by selected PROPOSER.

R. OTHER REQUIREMENTS

Certifications

Required Certifications on page 56 below shall be transferred to the agreement and provided as Exhibit 3.

Additionally, the PROPOSER shall be responsible for identifying all such applicable regulations and certifications, and for compliance with the same, including but not limited to:

- 1) *Sexual Harassment*: The PROPOSER certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program (see Civil Rights Certification on page 62 below).
- 2) *Tax Delinquency*: The PROPOSER certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the CITY.
- 3) *Employment Status*: The PROPOSER certifies that if any of its personnel are an employee of the State of Illinois, Northern Illinois University or a DSATS member community, they have permission from their employer to perform the service.
- 4) *Anti-Bribery*: The PROPOSER certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission

of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

- 5) *Loan Default*: If the PROPOSER is an individual, the PROPOSER certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).
- 6) *Felony Certification*: The PROPOSER certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.
- 7) *Barred from Contracting*: The PROPOSER certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government. (see on page 56 below.)
- 8) *Prevailing Wage*: The PROPOSER certifies that it shall comply with all applicable provisions of the Illinois Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from submitting on this proposal by virtue of a past violation of the Act. The PROPOSER is responsible for regularly updating said list as new prevailing wage rates are made available by the CITY or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 et. seq., and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, PROPOSER agrees that it will file with the CITY, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act. Prevailing Wage Act compliance shall include, but shall not be limited to, application to maintenance or repair work performed on any public facility or other public works by or through PROPOSER or its agents or assignees.
- 9) *Drug Free Workplace*: The PROPOSER certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this agreement. The Drug Free Workplace Act requires, in part, that PROPOSERs, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement. The PROPOSER further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The PROPOSER shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of PROPOSER's

drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

- 10) *Responsible CONTRACTOR Requirements:* The PROPOSER certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The PROPOSER further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the PROPOSER and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The PROPOSER shall provide to the CITY, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the CITY may require. Any records or logs required to be provided by law shall be provided by the PROPOSER, without requiring a request from the CITY.
- 11) *Non-Discrimination, Certification, and Equal Employment Opportunity:* The PROPOSER agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The PROPOSER shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The PROPOSER agrees to incorporate this clause into all subcontracts under this Agreement. The PROPOSER acknowledges that neither it nor the CITY shall discriminate on the basis of any protected classification.
- 12) *Record Retention and Audits:* If 30 ILCS 500/20-65 requires the PROPOSER (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Agreement or the date of final payment under the Agreement, all books and records relating to the performance of the Agreement and necessary to support amounts charged to the CITY under the Agreement. The Agreement and all books and records related to the Agreement shall be available for review and audit by the CITY and the Illinois Auditor General. If this Agreement is funded from grant funds provided by the U.S. Government, the Agreement, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The PROPOSER agrees to cooperate fully with any audit and to provide full access to all relevant materials.
- 13) *United States Resident Certification:* (This certification shall be included in all contracts or agreements involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The PROPOSER certifies that he/she/it is a: ___ United States Citizen or Corporation ___ Resident Alien ___ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on

payments made to non-resident aliens for the performance of personal services at the rate of 30%.

- 14) *Tax Payer Certification (to be provided prior to approval of agreement):* Under penalties of perjury, the PROPOSER certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☐ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.
- 15) *Authorized in Illinois:* The PROPOSER certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The PROPOSER certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the PROPOSER certifies that it is not barred from proposing by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this proposal, pursuant to 415 ILCS 5/1, *et. seq.* The PROPOSER further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*
- 16) *Export Administration, Supplies, Labor:* The PROPOSER certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The PROPOSER further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The PROPOSER certifies that steel products used or supplied in the performance of an agreement for public works shall be manufactured or produced in the United States, unless the CITY Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*
- 17) *General Compliance and Certification:* The PROPOSER certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the proposing process, agreement, or any services or materials provided in connection therewith. The PROPOSER acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the CITY from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The CITY reserves the right to reject any proposal, cancel any agreement or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the PROPOSER or any subcontractor.
- 18) *OSHA Standards:* The PROPOSER certifies that it will identify and comply with all requirements and standards imposed by the Occupational Safety and Health Act. All

guards and protectors, all appropriate markings, and all other protections shall be in place prior to delivery of any item, and at all times during performance of any Work.

- 19) *CERCLA Indemnification*: The PROPOSER certifies that it shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the CITY, CITY Indemnitees, and Northern Illinois University and its Indemnitees from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, *et. seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the PROPOSER both before and after its disposal.
- 20) *Buy America*: The PROPOSER certifies that shall conform to all FEDERAL (A4) that apply to FTA assisted contracts on page 73 below. Privately owned buses are not required to be purchased in the U.S.A. if they will be removed by the selected PROPOSER at the end of the contract.
- 21) *Collusion*: The PROPOSER certifies that it is not colluding with any other party or person in the preparation or submittal of this Agreement.
- 22) *New Legislation*: PROPOSER and CITY will work cooperatively to resolve any additional financial burdens placed on the PROPOSER by new state or federal legislation that will affect the cost of operation.

Indemnification

- 1) PROPOSER shall indemnify and hold harmless the IDOT, FTA, CITY and CITY's agents, servants, attorneys, and employees, all DSATS member agencies and their representatives on the DSATS committees, except representatives on the committees which are staff of the PROPOSER, against any and all loss, damage, taxes, liabilities, judgments, fees, penalties, fines, charges or other expense whatsoever, including but not limited to attorney's fees and court costs, which the any of the foregoing parties (including but not limited to the CITY) may sustain or for which it may become liable in any way arising out of or relating to this agreement, the PROPOSER's performance of services hereunder, on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by PROPOSER or its Subcontractors, due to or arising in any manner from the intentional or wrongful act or negligence of PROPSEER or its Subcontractors of any employee of any of them, or otherwise arising out of this Agreement or the PROPOSER's performance of services on behalf of the CITY. PROPOSER shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. PROPOSER shall assume all restitution and repair costs arising out of an error, omission and/or negligence. PROPOSER further agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims,

loss damage, injury, liability, and court costs and attorney's fees incident thereto, made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. The PROPOSER is solely responsible for determining the accuracy and validity of any information provided to the Proposer by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the CITY pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Proposer under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois.

- 2) The PROPOSER shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the CITY, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The PROPOSER shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.
- 3) The PROPOSER shall purchase and maintain continuously, throughout the term of the agreement, insurance coverage meeting all the following requirements.
- 4) The PROPOSER acknowledges that while the CITY has implemented minimum standards of performance in this agreement, the CITY shall not be obligated to serve as a guarantor of compliance with any such requirements. PROPOSER shall be fully responsible for identifying and complying with all applicable legal requirements whether federal, state or local, and the CITY shall have the right, but not the obligation to identify deficiencies and insist on compliance. The PROPOSER shall indemnify, defend and hold harmless the CITY from any claim arising out of an alleged failure by the CITY to identify deficiencies or require PROPOSER compliance therewith.

Insurance

The PROPOSER shall purchase and maintain continuously, throughout the term of the agreement, insurance coverage meeting all the following requirements.

- 1) All PROPOSER and All Contracts/AGREEMENTS:
 - a) PROPOSER shall provide any and all insurance required under any applicable law, regulation, statute, or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance, and other legally required insurance.
 - b) PROPOSER shall produce a certificate evidencing current coverage, upon request from the CITY. PROPOSER shall indemnify and hold harmless the CITY and the

Board of Trustees of Northern Illinois University (UNIVERSITY) from any and all liability, damage, cost or expense which the CITY or University may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

c) Certificates and General Conditions:

- i) Unless otherwise indicated herein, any certificate of insurance shall further indicate that the CITY and Board of Trustees of Northern Illinois University are additional primary and non-contributory insured on the Comprehensive General Liability and Automobile policies of insurance, shall indicate that such policies shall not have any right of subrogation against the CITY or the CITY's insurers and the University or the University's insurers. **Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.** Additional insured status shall not be required on workers compensation insurance policies.
- ii) PROPOSER shall maintain said policy in full force and effect for the duration of this Agreement and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith.
- iii) For purposes of this Agreement and insurance provided hereunder, the "CITY" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the CITY, DSATS Staff, DSATS TAC Members, DSATS PC members, and DSATS subcommittee members. The "UNIVERSITY" shall include Northern Illinois University and its Board, officers, employees, and agents.

2) Comprehensive General Liability Coverage Requirements.

- a) PROPOSER shall also be required to provide the CITY with a Certificate of Insurance, in a form and from an issuer acceptable to the CITY, indicating that the PROPOSER has obtained and maintains comprehensive general liability insurance with policy limits of not less than:
 - i) Two Million Dollars (\$2,000,000.) per person; and
 - ii) Five Million Dollars (\$5,000,000.) per occurrence.
 - iii) This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the PROPOSER's obligations to indemnify and hold harmless the CITY, the CITY Indemnitees, the UNIVERSITY, and UNIVERSITY indemnitees.
 - iv) Per occurrence is appropriate.
 - v) Liability insurance limits that are required can be met by any combination of primary and excess insurance.

3) Vehicle Insurance Coverage:

- a) PROPOSER shall also be required to provide the CITY with a Certificate of Insurance, in a form and from an issuer acceptable to the CITY, indicating that the PROPOSER has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than:
 - i) Two Million Dollars (\$2,000,000.) per person; and
 - ii) Five Million Dollars (\$5,000,000.) per occurrence.

- iii) This policy shall include coverage for all owned, hired, and non-owned vehicles used in furtherance of this Agreement.
 - iv) Certificate with appropriate riders demonstrating primary and non-contributory additional insured status is acceptable.
 - b) The Provider agrees that it shall maintain or cause to be maintained, for the duration of the Agreement, such policies of insurance as shall protect the Provider, the CITY, the UNIVERSITY, the Department, the FEDERAL Government, and the FTA. The Provider shall be responsible for the payment of any deductibles required by the insurance policies.
 - c) The CITY reserves the right to increase vehicle coverages at any time it deems the coverage necessary.
- 4) Umbrella Coverage: The policy limits outlined above may be accomplished through primary coverage (e.g. vehicle insurance coverage with minimum limits as indicated) or through a combination of primary and umbrella coverage (e.g. vehicle insurance with specified limits, and umbrella coverage with supplemental limits to meet the minimum policy limits outlined herein), provided that any policy utilized to meet the minimum coverage limits shall identify the CITY (as defined herein relative to additional insured status) as additional primary and non-contributory insured, with a waiver of any right of subrogation against the CITY and UNIVERSITY or its insurance.
- 5) Indemnification.
 - a) The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the PROPOSER's obligation to indemnify and hold harmless the CITY from any claims for damage, liabilities or other costs arising out of or relating to the PROPOSER's work or this Agreement.
- 6) Additional Insurance Requirements.
 - a) EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC RFP NUMBER **TRANSIT-2020-01** AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD AND SHALL BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.
 - b) Each of the above coverages shall be written by a company with a minimum rating of "A" by the Best's Insurance Rating Guide. All coverages shall be written by companies that are admitted, licenses carriers in the STATE.
 - c) The CITY, the STATE, and the FEDERAL governments, its agents, the Board of Trustees of Northern Illinois University, DSATS staff, DSATS members, DSATS Policy Committee members, and other DSATS subcommittee members shall be named as an Additional Insured on each of the above policies.
 - d) A Certificate of Insurance evidencing the required coverages and this Additional Insured Endorsement shall be furnished to the CITY prior to the first day of service. Such insurance shall be cancelable or modifiable only on written notice by registered mail to the CITY at least thirty (30) days in advance of any changes. The CITY reserves the right to require the PROPOSER to furnish a copy of its insurance policy for examination prior to the first day of service.

APPENDICES

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Appendix A. Contractor Information Form

The City of DeKalb compiles information on all contractors and subcontractors who submit business with the City for transportation projects. This form should be filled out and included as the first page of the submitted application. Prime contractors and consultants shall provide this information for themselves and all their subcontractors. Items 1-8 are required, and 9-13 are requested.

1) Firm Name: _____

2) Firm Address: _____

3) Phone Number: _____

4) E-mail address: _____

5) DUNS #: _____

(Please note – all firms doing business with US-DOT funded Contracts/Agreements shall have DUNS #)

6) Registered on SAM.GOV? ☐

(Please note – all firms doing business with US-DOT funded Contracts/Agreements shall be registered on SAM.gov)

7) Registered on SAM.GOV as a small business? ☐ (Will be verified)

8) NAICS Codes registered to do business under:

9) Illinois DBE Status: ☐ DBE ☐ Non-DBE; Status Verified? ☐

10) If registered as DBE in another State or on SAM.gov, please identify where registered:

11) Year Firm Established: _____

12) Type of Work: _____

13) Annual Gross Receipts: ☐ < \$500,000 ☐ \$500,000-\$1,000,000 ☐ \$1,000,000 -

\$2,000,000 ☐ \$2,000,000 - \$5,000,000 ☐ Above \$5,000,000

Appendix B. Proposal Check List

An RFP Checklist shall be made available on the RFP webpage in Excel Spreadsheet format for easier input. This shall be a checklist to assist PROPOSER'S in addressing all points identified in the RFP. For brevity, this check list is not included in the published RFP.

Appendix C. Required Certifications

All Certifications below shall be filled out and signed by the PROPOSER and included in the firm's submittal.

Each Certification shall be made available on the RFP website in Fillable PDF format for easier input.

A. NON-COLLUSION CERTIFICATION

TO: City of DeKalb, DeKalb, IL

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

- 1) The price(s) and amount of this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, proposer, or potential proposer.
- 2) Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer or potential proposer on this project and will not be so disclosed prior to proposal opening.
- 3) No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form or complementary proposal.
- 4) This proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal.
- 5) My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.
- 6) My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.
- 7) I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

Doing business as: () Individual () Partnership () Corporation () other

B. ANTI-LOBBYING CERTIFICATION

The undersigned PROPOSER certifies, to the best of his or her knowledge and belief, that:

No FEDERAL appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.

- 1) If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this FEDERAL contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
- 2) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts/Agreements under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- 3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The PROPOSER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the PROPOSER understands and agrees that the provisions of 31 U.S.C.A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Business Name: _____

C. BUY AMERICA CERTIFICATION

The PROPOSER agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [CITY] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

D. CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third-party PROPOSER, or a potential subcontractor under a major third-party PROPOSER), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any FEDERAL department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third-party PROPOSER, or a potential subcontractor under a major third-party contract/agreement) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY PROPOSER, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT/AGREEMENT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Title of Authorized Official

Date

E. CIVIL RIGHTS CERTIFICATION

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

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

Signature of Authorized Official

Title of Authorized Official

Date

F. CERTIFICATION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND/OR SMALL BUSINESS

The CITY highly encourages DBE and small business firms to participate in all federal and state funded transportation projects in the DSATS planning region either as a Prime selected PROPOSER or Subcontractor. Any firm participating in the RFP claiming DBE or Small Business Status shall provide documentation to verify their status.

G.DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

H. SMALL BUSINESS FORM 1: SMALL BUSINESS CERTIFICATION

The undersigned offeror has satisfied the requirements of the specification in the following manner (please check the appropriate space):

(Please Check)	The offer has an active registration in the System for Award Management (SAM) on-line registrant database for the U.S. Federal Government (note: registration on the SAM is required to be considered in this IFB/RFP).
	The SAM has determined the offer qualifies as a small business under the following NAICS codes: _____ _____
For Contracts/Agreements for which a small business participation goal has not been set (check applicable):	
Please check the appropriate category (only one) for small business participation in this proposal: ☐ The offer is performing all activities identified in the scope of work in-house and IS NOT identified as a small business in the SAM. ☐ The offer is performing all activities identified in the scope of work in-house IS identified as a small business in the SAM. ☐ The offer is subcontracting some activities and there is a _____% small business utilization on this proposal. ☐ The offer is subcontracting some activities, however, there is no small business utilization on this proposal.	

Name of offeror's firm: _____

DUNS No. _____

By _____
(Signature)

Title

I. SMALL BUSINESS FORM 2: LETTER OF INTENT

Name of Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Small Business Firm: _____

DUNS # of Small Business Firm: _____

Registered NAICS Codes: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Annual Average Gross Receipts: \$_____

Annual Average Employment: _____

Type of Small Business Firm:

☐ SBA Certified 8A Program Participant	☐ SBA Certified HUB Zone Firm	☐ SBA Certified Small Disadvantaged Business
☐ Self-Certified Small Disadvantaged Business	☐ Service Disabled Veteran Owned	☐ AbilityOne (formerly JWOD) Non-Profit Agency
☐ Veteran Owned Business	☐ Woman Owned Business	☐ Women-Owned Small Business (WOSB)
☐ Economically Disadvantaged Women-Owned Small Business (EDWOSB)		

Description of work to be performed by small business firm:

The offeror is committed to utilizing the above-named small business firm for the work described above estimated dollar value of this work is \$ _____.

Affirmation

The above-named small business firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) Title

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor and for offeror also, if a registered small business.)

J. LOBBYING RESTRICTIONS

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Appendix D. Federally Required and Other Model Clauses

FTA Revision Date: **October 2016**

Appendix F contains all the FTA clauses that need to be included in all contracts for which FTA grant funds are used. Please note that any subcontractor contracts that the selected PROPOSER initiates must include all applicable clauses identified herein. Clauses not applicable to this contract have been removed for brevity sake. Please note, however, that any subcontractor contracts that are applicable to transit services for the CITY must contain all applicable FTA required clauses. The full list of clauses can be found at:

<https://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses>

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>

A.1 - Federally Required and Other Model Contract Clauses

A. (A1) ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping, and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

a. 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, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

B. (A2) BONDING REQUIREMENTS

2 C.F.R. § 200.325

31 C.F.R. part 223

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

C. (A3) BUS TESTING

49 U.S.C. § 5318(e)

49 C.F.R. part 665

THIS CLAUSE IS ONLY APPLICABLE TO BUSES WHICH ARE USED TO PROVIDE TRANSIT SERVICES IN THIS CONTRACT WHICH WERE FUNDED WITH FTA GRANT FUNDS.

Applicability to Contracts

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

Flow Down

There is no flow down requirement for Bus Testing.

Model Clause/Language

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

D. (A4) BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY ON MANUFACTURED GOODS OR ROLLING STOCK USED BY THE selected PROPOSER IN WHICH FTA GRANT FUNDS ARE USED FOR THEIR PURCHASE.

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website.](#)

Flow Down

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

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

E. (A5) CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY IF CARGO IS TRANSPORTED TO SERVICE THIS CONTRACT AGREEMENT.

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The selected PROPOSER agrees:

- (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the selected PROPOSER in the case of a subcontractor's bill-of-lading.); and
- (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

F. (A6) CHARTER SERVICE

49 U.S.C. 5323(d) and (r)

49 C.F.R. part 604

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY IF THE selected PROPOSER PROVIDES CHARTER SERVICE AS PART OF THEIR BUSINESS.

Applicability to Contracts

The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

Charter Service

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

G.(A7) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

H. (A8) CIVIL RIGHTS LAWS AND REGULATIONS

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

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 A-25 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.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY 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 Agreement, 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. § A-27 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. Or any other legally protected classification.

I. (A9) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The selected PROPOSER, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The selected PROPOSER shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the selected PROPOSER 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 recipient 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 selected PROPOSER from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient 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 selected PROPOSER shall utilize the specific DBEs listed unless the selected PROPOSER obtains the recipient's written consent; and that, unless the recipient's consent is provided, the selected PROPOSER 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).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

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. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The CITY shall make all determinations with regard to whether or not a Bidder/Offeree is in compliance with the requirements stated herein. In assessing compliance, the CITY may consider during its review of the Bidder/Offeree's submission package, the Bidder/Offeree's documented history of non-compliance with DBE requirements on previous contracts with the CITY.

Contract Assurance

The Contractor, subrecipient 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 CITY deems appropriate.

DBE Participation

For the purpose of this Contract, the CITY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the CITY.

DBE Participation Goal

The DBE participation goal for this Contract is set at **0.49%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0.49%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the CITY.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the DBE Participation Schedule.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the CITY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the CITY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the CITY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the CITY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the CITY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the CITY's Transit Manager. The Transit Manager will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the

goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The CITY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the CITY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The CITY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the CITY that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The CITY to have access to necessary records to examine information as the CITY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices,

and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the CITY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

J. (A10) EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

K. (A11) ENERGY CONSERVATION

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

The selected PROPOSER 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.

L. (A12) FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act. 7

Flow Down Requirements

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

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

a) *Definitions.* As used in this clause—

“*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.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“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, recipients, 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) 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*]:

(End of statement)

- e) The 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.

(End of Clause)

M.(A13) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) 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; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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 CITY. If it is later determined by the CITY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CITY, 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.

N. (A14) LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

O.(A15) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal 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.

P. (A16) PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)
37 C.F.R. part 401

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a nonexclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Q.(A17) PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)
49 C.F.R. part 663

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT AS THE CITY MAKES ALL ITS OWN ROLLING STOCK PURCHASES WHICH USE FEDERAL FUNDING.

Applicability to Contracts

Recipients purchasing revenue service rolling stock with FTA funds must comply with the preaward and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

Flow Down

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

Model Clause/Language

Part 663 of Title 49, Code of Federal Regulations, does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Recipients are advised to use the model certificates and language contained in the audit handbook. Additionally, recipients can draw on the following language for inclusion in their federally funded procurements.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

R. (A18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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.

S. (A19) PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

**49 U.S.C. § 5333(b) (“13(c)”)
29 C.F.R. part 215**

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flow Down

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

Model Clause/Language

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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.

T. (A20) RECYCLED PRODUCTS

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

U. (A21) SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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 CITY.

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 agreement.

V. (A22) SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)

49 C.F.R. part 605

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY IF THE selected PROPOSER PROVIDES SCHOOL BUS OPERATIONS AS PART OF THEIR OVERALL BUSINESS.

Applicability to Contracts

The School Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

School Bus Operations

The selected PROPOSER 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 selected PROPOSER to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the selected PROPOSER 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.

W. (A23) SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*

49 C.F.R. part 41

Executive Order (E.O.) 12699

THIS CLAUSE IS NOT APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

The selected PROPOSER agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The selected PROPOSER also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

X. (A24) SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331

49 C.F.R. part 655

49 C.F.R. part 40

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT. OPTION 2 IS THE METHOD WHICH SHALL BE USED IN THIS CONTRACT.

Applicability to Contracts

Third party contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means 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 nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
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. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow Down Requirements

The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Model Clause/Language

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the selected PROPOSER is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the selected PROPOSER, and the financial resources available to the recipient to oversee the

selected PROPOSER's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Option 2

The recipient relies on the selected PROPOSER to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the selected PROPOSER's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the selected PROPOSER complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the selected PROPOSER's program, the recipient may find itself out of compliance with the rules.

SUBSTANCE ABUSE TESTING

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 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 of [name of State], or A-67 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 parts 655 before February 1st of each year and to submit the Management Information System (MIS) reports before March 1st of each year to the City of DeKalb Transit Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

Y. (A25) TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The CITY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CITY'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 CITY to be paid the Contractor. If the Contractor has any property in its possession belonging to CITY, the Contractor will account for the same, and dispose of it in the manner CITY directs.

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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY'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 CITY setting forth the nature of said breach or default, CITY shall have the

right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CITY 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 CITY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Z. (A26) VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the CITY

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

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

Rights and Remedies of Contractor

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

Remedies

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

Disputes

- **Example 1:** 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 City. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The CITY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

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

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

Performance during Dispute

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

Claims for Damages

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CITY is located. Rights and Remedies The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY 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.

Appendix E. Procurement Protest Procedure

A. SOLICITATION PROVISION

The City of DeKalb shall insert the following provision in all solicitation documents as published in the City of DeKalb / DSATS 3rd Party Procurement Manual for FEDERAL and State Transit Grants, Section 6.9:

B. PRE-PROPOSAL PROTESTS

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the designated CITY Representative as specified below not later than ten (10) business days prior to the deadline for submission of proposals.

The designated CITY Representative may, within his or her discretion, postpone the deadline for submission of proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of proposals. If the deadline for submission of proposals is postponed by the designated CITY Representative as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the designated CITY Representative shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

C. PRE-AWARD PROTESTS

With respect to protests made after the deadline for submission of proposals but before contract award by the CITY, protests shall be limited to those protests alleging a violation of FEDERAL or State law, a challenge to the proposals evaluation and award process, The CITY's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the designated CITY Representative as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by the CITY.

The designated CITY Representative may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date the CITY shall announce the contract award.

The decision by the designated CITY Representative shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by FTA as specified below.

D. REQUIREMENTS FOR PROTESTS

All protests shall be submitted to the CITY in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail):

- The Protest shall be submitted in writing on Official Company Letterhead;
- The name of the protestor (company or individual);
- The mailing address where the response should be mailed. The protestor may also provide a fax and email address, if they wish additional copies via these methods;
- The solicitation name, description or other identifier.
- A statement regarding the grounds for the protest.

- All supporting documentation, with sufficient documentation, evidence, and legal authority to demonstrate that the Protestor is entitled to the relief requested.
- The protest shall be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor.
- Pre-award protests shall be filed in writing within seven (7) calendar days of the notification of the selected PROPOSER.
- Post award protests shall be filed within seven (7) calendar days of a Notice of Award. All protest information shall be submitted to:

Sabrina Kuykendall
City Representative
1216 Market St.
DeKalb, IL 60115

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by the CITY.

All protests shall be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the designated CITY Representative at the address shown in the solicitation documents.

E. PROTEST RESPONSE

The designated CITY Representative shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, the CITY will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official CITY response to the protest and the CITY will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

F. PROTEST APPEAL

The Protestor has the right to appeal the designated CITY Representative decision by filing an appeal in writing within seven (7) calendar days of the receipt of the designated CITY Representatives decision. The appeal shall be sent to:

Bill Nicklas, City Manager
164 E. Lincoln Hwy.
DeKalb, IL 60115

The Director will review the appeal and will make a ruling on the appeal based on the following criteria:

- a.) Did the designated CITY Representative follow the prescribed protest procedure; and
- b.) Was the designated CITY Representative's decision reasonable and fair? The decision of the Director is final.

The Protestor and any respondents that made submittals will be notified by certified mail of the Public Works Directors decision within seven (7) calendar days of the Committee's meeting date and the FTA will also be notified of the Committee's decision.

G. FTA OFFICIALS TO NOTIFY

When the City receives a proposal protest, FTA expects the City to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the City to keep its FTA project manager informed about protests with which it is involved. The recipient shall contact its project manager about any unusual activity.

H. REVIEW OF PROTEST BY FTA

All protests involving Contracts/Agreements financed with FEDERAL assistance shall be disclosed to the FTA. Protesters shall exhaust all administrative remedies with the City of DeKalb prior to pursuing protests with FTA. The FTA limits its reviews of protests to possible violations of federal law. If the protestor feels CITY has violated federal law, they may contact the FTA – Region 5 Program Administrator in Chicago, IL.

I. ACCESS TO INFORMATION.

FTA expects the City to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the City to provide copies of a protest or all protests, and any or all related supporting documents as FTA may determine necessary

Appendix F. Suggested Agreement for Services

Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "CITY" and "_____" hereinafter referred to as the "CONTRACTOR", with the CITY and CONTRACTOR agreeing as follows

A. SERVICES

CONTRACTOR agrees to furnish to the CITY the outlined in the scope of services identified on Exhibit 1 of this document.

CONTRACTOR represents that it possesses the skills and knowledge necessary to provide all such services and understands that the CITY is relying upon such representation. CONTRACTOR further acknowledges that Exhibit 1 is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

This document shall be read to incorporate the provisions of the underlying Request for Proposals (including all exhibits) by reference, as if set forth fully herein, and compliance with this Agreement shall also require full compliance with the Request for Proposals and its terms.

B. TERM

Services will be provided as needed and directed by the CITY beginning on the date of execution of this agreement and continuing, until a term identified below. Upon termination the CONTRACTOR shall be compensated for all work performed for the CITY prior to termination and shall provide to the CITY all work completed through the date of termination. The CITY's issuance of a notice of termination shall function as a stop work order, beyond which the CONTRACTOR shall not incur any additional costs without the CITY's express, written permission.

- 1) EFFECTIVE DATE: The CITY hereby grants to CONTRACTOR the right to operate a transit system on behalf of the CITY from the 1st day of January 2021 for a period through the 31th of December 2023.
- 2) RENEWAL: Absent of termination by either party, the agreement will automatically renew:
 - a) On January 1, 2024 for the period through December 31, 2024;
 - b) On January 1, 2025 for the period through December 31, 2025; and
- 3) TERMINATION:
 - a) In the event the CONTRACTOR shall default in any of the material terms and provisions of this Agreement, the attached Scope of Services (*see Exhibit 1*), or if its performance of the transit services contemplated hereunder shall be determined inadequate, insufficient or improper, the CITY shall give the CONTRACTOR thirty (30) days written notification of such default, and shall have the right to terminate and cancel this Agreement by written notice should the CONTRACTOR not cure the default within 30 days of such notification.
 - b) Standards for judging whether the CONTRACTOR's service is adequate shall not include but not limited to such specific items as: ability to meet stated schedules

of service, cleanliness of vehicles, courtesy of drivers, honesty in dealing with financial affairs, willingness to cooperate with a multi-provider system, and provision of monthly, quarterly, and annual reports in a timely manner.

- c) It is agreed that the CONTRACTOR shall have the right to terminate this Agreement upon giving one hundred twenty (120) days prior written notice to the CITY, except in the event that the CITY passes an ordinance regulating or taxing CONTRACTOR, in which case, CONTRACTOR shall have the right to terminate this Agreement upon giving five (5) days prior written notice to the CITY.

C. TERMINATION OF AGREEMENT

The CONTRACTOR shall adhere to all regulations identified in the Exhibit 5: Federally Required and other Model Clauses in Section 21 "Termination"

D. SCOPE OF SERVICES

The CONTRACTOR shall provide transit services at a level of service identified in the attached Scope of Services (*see Exhibit 1: Scope of Services*) to the DeKalb urbanized area during a period beginning January 1, 2021 through December 31, 2023.

E. COST OF SERVICES

The CONTRACTOR shall agree to be reimbursed at the rate provided in Exhibit 2: Cost & Budget Forms below. Methods and Procedures for payments, reimbursements, and changes in funding shall be governed by the rules and regulations identified in Exhibit 1: Scope of Services below.

F. CERTIFICATIONS AND INSURANCE

The CONTRACTOR certifies that it shall conform to all rules, regulations, and certifications as identified in Exhibit 3: Required Certifications and Exhibit 5: Federally Required and other Model Clauses below.

The CONTRACTOR has submitted proof of insurance as provided in Exhibit 4: Insurance Certifications below.

G. ADDITIONAL TERMS OR MODIFICATION

The terms of this agreement shall be further modified as provided on the attached Exhibits and the Agreement Documents. Except for those Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The CITY reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The CONTRACTOR shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The CITY may, at any time by written order, require the CONTRACTOR to stop all or part of the services required by this Agreement. Upon receipt of such an order, the CONTRACTOR shall immediately comply with its terms.

H. NOTICES

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the CITY:

For the CONTRACTOR:

CITY Manager

CITY of DeKalb

200 S. Fourth Street

DeKalb, IL 60115

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

I. SUBCONTRACTORS AND THIRD PARTIES

CONTRACTOR shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the CITY, which consent may be withheld in the CITY's sole and absolute discretion. Should CONTRACTOR assign any obligation arising under this Agreement with the consent of the CITY, the CONTRACTOR shall remain to be primarily liable to the CITY for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the CONTRACTOR itself. Further, should CONTRACTOR request to assign the performance of any obligation arising hereunder to a subcontractor, CONTRACTOR expressly provides its consent to the CITY contracting directly with such proposed subcontractor (or another subcontractor acceptable to the CITY) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

J. DOCUMENT CORRECTION / SUPPLEMENTS

CONTRACTOR agrees and acknowledges that the terms of the Agreement Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the CITY to the contrary. No act by the CITY (other than a written amendment to these Agreement Documents), including but not limited to payment of CONTRACTOR's invoices, shall waive the CITY's ability to later insist on strict compliance with the terms of these Agreement Documents. CONTRACTOR agrees and acknowledges that it shall execute corrected documents upon request by the CITY if any error or discrepancy is identified by the CITY and shall provide certificates of insurance or other security required hereunder at any time, upon request of the CITY, notwithstanding the CITY's failure to previously demand the same.

Agreed to this _____ day of _____, 20_____.

CITY of DeKalb

CONTRACTOR

CITY Mayor/Manager

(title)

City Clerk

(attest)

K. TO BE INCLUDED AT TIME OF CONTRACT

Exhibit 1. Scope of Services

- as transferred from Scope of Services in RFP TRANSIT-2020-01

Exhibit 2. Cost & Budget Forms

- as transferred from Table 1 in RFP TRANSIT-2020-01.5

Exhibit 3. Required Certifications

- as transferred from Required Certifications in RFP TRANSIT-2020-01

Exhibit 4. Insurance Certifications

- provided by CONTRACTOR

Exhibit 5. Federally Required and other Model Clauses

- as transferred from Appendix D in RFP TRANSIT-2020-01



PROPOSAL TO PROVIDE

Paratransit and Flex Route Services to the **City of DeKalb and the DeKalb Urbanized Area**

2020

RFP: TRANSIT-2020-01



Introductory Letter



Introductory Letter

July 28, 2020

Ms. April Beeman
City of DeKalb Public Works
1216 Market St.
DeKalb, IL 60115

RE: Response to Solicitation Number: Transit-2020-01.5 - ADA Paratransit & Flex Route Services

Dear Ms. Beeman,

Transdev Services, Inc. is pleased to submit our proposal to serve as the ADA Paratransit & Flex Route Provider for the City of DeKalb.

We are proud of our rich history of providing transportation in the region through our current contract with the City to provide fixed route services and our decades long partnership with Northern Illinois University. We look forward to the opportunity to enhance our current relationship by adding to our partnership the scope of operating safe, reliable, cost effective paratransit and flex route services for the City.

With our North American headquarters located in nearby Lombard, our entire organization stands ready to support the City and its transit services, ensuring a seamless transition and smooth on-going operations.

I am authorized to represent Transdev regarding all matters related to our proposal and bind Transdev to all of the commitments made in our proposal and any agreement subsequently awarded to Transdev. Please feel free to contact me at wc.pihl@transdev.com or 707.803.2954 or Vice President of Business Development Sean Powers at seant.powers@transdev.com or 509.953.1527 if you have any questions or need additional information regarding our submittal.

Sincerely,



W.C. Pihl
Senior Vice President, Business Development
720 E. Butterfield Rd., Suite 300
Lombard, IL 60148

Appendix A. Contractor Information Form

The City of DeKalb compiles information on all contractors and subcontractors who submit business with the City for transportation projects. This form should be filled out and included as the first page of the submitted application. Prime contractors and consultants shall provide this information for themselves and all their subcontractors. Items 1-8 are required, and 9-13 are requested.

1) Firm Name: Transdev Services, Inc.

2) Firm Address: 720 E. Butterfield Road, Suite 300 Lombard, IL 60148

3) Phone Number: (630) 571-7070

4) E-mail address: bd@transdev.com

5) DUNS #: 00-280-6123

(Please note – all firms doing business with US-DOT funded Contracts/Agreements shall have DUNS #)

6) Registered on SAM.GOV? ☒

(Please note – all firms doing business with US-DOT funded Contracts/Agreements shall be registered on SAM.gov)

7) Registered on SAM.GOV as small-business? ☐ (Will be verified)

8) NAICS Codes registered to do business under:

485113

9) Illinois DBE Status: ☐ DBE ☒ Non-DBE; Status Verified? ☐

10) If registered as DBE in another State or on SAM.gov, please identify where registered:

Not Applicable

11) Year Firm Established: 1986

12) Type of Work: Transportation Operation, Management, and Maintenance

13) Annual Gross Receipts: ☐ < \$500,000 ☐ \$500,000-\$1,000,000 ☐ \$1,000,000 -

\$2,000,000 ☐ \$2,000,000 - \$5,000,000 ☒ Above \$5,000,000

Please fill out this spreadsheet identifying your responses to the requirements and indicating the page number in your RFP response where the criteria is addressed. You can also provide additional comments if necessary. This checklist should be included immediately after the Contractor information pages.

Any lines grayed out are informational and do not require a specific response

I. Firm Qualifications (50 Points)			
Criteria	Response	Page #	Additional Comments
1) Briefly describe the general character of work performed by your firm: fixed route, paratransit, charter, school bus, other transportation services, non-transportation services	Please see the proposal for our response.	4-7	
2) Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience shall include direct experience with the specific subject matter area.	Please see the proposal for our response.	7-12	
3) Describe your firm's financial health to include the following:	Please see the proposal for our response.	12	
a) Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets.	Please see the proposal for our response.	12	
b) Provide detailed information regarding past and pending litigation, liens, or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.	Please see the proposal for our response.	12	
4) Provide audited financial statements for the past three (3) years. If a partnership, submit financial statements for each partner. If audited statements are not available, PROPOSER may be required to submit additional financial information to establish financial responsibility. The RFP Evaluation Committee reserves the right to require the submission of additional documentation of financial responsibility or viability based upon the review of any submitted documentation, and the failure to respond to such a request shall constitute grounds for rejecting any proposal	Please see the proposal for our response.	13	
a) Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Illinois. Proof shall take the form of a letter from PROPOSER's insurance agent stating that they are eligible to obtain insurance to the prescribed limits should a contractual offer be extended. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the PROPOSER or its insurer(s) in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.	Please see the proposal for our response.	13	
b) Provide financial credit references. A minimum of two (2) is required including the primary financial institution of the PROPOSER. Include name, title, and current telephone number of a contact person and the address of the financial institution.	Please see the proposal for our response.	13	
5) PROPOSER will provide a list of all transit service contracts/agreement entered into or performed under at any point during the last three years. Proposer will provide detailed information on five contracts of similar size systems operating in similar operating environments, which should include:	Please see the proposal for our response.	14-16	
a) Name and address of client;	Please see the proposal for our response.	16-19	
b) A brief description of the work performed (scope of service, number and type of vehicles, number of people employed/managed by the PROPOSER, asset ownership, maintenance responsibility, etc.);	Please see the proposal for our response.	16-19	
c) Dates of performance (noting whether these beginning and ending dates coincided with the original Contract/Agreement term and if not why not);	Please see the proposal for our response.	16-19	
d) Annual dollar value of contract/agreement;	Please see the proposal for our response.	16-19	
e) If the PROPOSER is invited to interview, the PROPOSER will be requested to explain whether your firm ever requested an increase or adjustment in your contract/agreement rate. If so, at which properties were these requests made, what were the circumstances, and what were the outcomes of your requests?	Please see the proposal for our response.	19	

Transit Service Provider RFP

6) Explain firm's experience with Federal and State transit regulations to include the following:	Please see the proposal for our response.	20	
a) Provide evidence of familiarity with the Federal Transit Administration (FTA) Uniform System of Accounts and with National Transit Database (NTD) reporting.	Please see the proposal for our response.	20	
b) If applicable, submit National Transit Database (NTD) annual reports for other clients with similar size bus operations to demonstrate familiarity with NTD reporting.	Please see the proposal for our response.	20	
c) Describe your firm's experience in dealing with the FTA and their rules and regulations in providing public transit. Please provide the names and titles of specific persons in PROPOSER'S organization with working knowledge of FTA regulations and their years of experience in this area.	Please see the proposal for our response.	20	
d) Describe your firm's experience in dealing with IDOT DOAP and its rules and regulations. Provide the names and titles of specific persons within PROPOSER'S organization with working knowledge of DOAP regulations and their years of experience in this area.	Please see the proposal for our response.	20-21	
e) Describe your firm's experience in participating in a DOAP review.	Please see the proposal for our response.	21	
f) Describe your experience with State of Illinois Grant Accountability and Transparency Act (GATA)	Please see the proposal for our response.	21	
g) Describe your firm's experience in participating in FTA Triennial Reviews. Provide the names and titles of specific persons in your firm who have been involved with Triennial Reviews. Submit the FTA findings on all reviews performed in which the firm was involved that will have employees in this contract.	Please see the proposal for our response.	21-22	
7) PROPOSER will provide a proposed schedule of liquidated damages for operating and maintenance problems.	Please see the proposal for our response.	22	
8) Discuss the training drivers receive to ensure compliance with FTA and IDOT regulations, including training on safety and security	Please see the proposal for our response.	22-23	
9) Provide information on audits of FTA Drug and Alcohol testing programs; FTA Triennial Review findings and resolution; State (Illinois or other) performance or management audits, National Transportation Safety Board (NTSB) investigations, Department of Justice (DOJ) investigations, Equal Employment Opportunity Commission (EEOC) findings. If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the FTA, NTSB, DOJ, EEOC, or any other federal or state transit, transportation or regulatory agency within the last five years, describe and detail such finding or action.	Please see the proposal for our response.	24	
10) The PROPOSER may submit additional information that will add value to the contract that will distinguish their proposal from other competitive proposals.	Please see the proposal for our response.	24	
NOTE: The Appendix also includes the major regulations and clauses that shall be required within any agreement signed between the CONTRACTOR and the CITY. By submitting a proposal, the CONTRACTOR agrees to comply with all clauses identified herein, where applicable, as well as any other FTA and IDOT requirements pertaining to the use of FTA 5307 and DOAP grant funds not specifically mentioned herein (see Appendix D: Federally Required and Other Model Clauses on page 68 below).			

II. Organization and Staffing Plan (50 points)			
Criteria	Response	Page #	Additional Comments
1) Provide an organizational chart and staffing plan that includes the following:	Please see the proposal for our response.	25	
a) Provide name(s) and resumes of the proposed General Manager and all key personnel that will be assigned to the Urban paratransit and deviated fixed route services. Please include General Manager, Operation Manager(s), Maintenance Manager, Road Supervisors, Safety & Training Manager, and Dispatch staff. The ability of these specified key personnel to respond immediately to issues relating to the service herein is a requirement of this RFP. The PROPOSER should demonstrate how this will be ensured and should indicate the percent of time each individual is dedicated to the urban paratransit service and other non-urban paratransit services, if applicable such as rural transit, school bus, charter, other transportation service or services.	Please see the proposal for our response.	26-33	
b) For the resumes provided for the positions above, please include evidence of demonstrated experience with paratransit services and maintenance equipment that the PROPOSER will operate.	Please see the proposal for our response.	34	
c) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations (include number of hours for part-time employees). Wages and compensation details to be included in the separate price proposal form for operators, dispatch and reservation personnel. Refer to Price Proposal, page 10.	Please see the proposal for our response.	34	Please fill out Table 3. Bus Operator Wage and Table 4. Labor Table on page 10 of the Price Proposal.
d) PROPOSER may submit a format for hours, miles, square feet, labor time, or other similar criteria that separates urban paratransit service from other services. PROPOSER shall submit the frequency of adjusting the criteria used (monthly, quarterly, yearly) based on changes in paratransit service or the other services provided that are not funded in this contract. PROPOSER will submit monthly reports on the agreed criteria and billing shall reflect only those costs directly attributable to the urbanized paratransit and deviated fixed route service.	Please see the proposal for our response.	35	
e) Describe how you will guarantee that the proposed management will remain in place for at least two years. Failure to retain the management team will require liquidated damages. Explain how you have resolved this issue in other contracts.	Please see the proposal for our response.	35	
f) Describe your planned ratio of full time to part time drivers	Please see the proposal for our response.	35	
g) Describe the average weekly revenue-hours planned for part time drivers	Please see the proposal for our response.	35	
h) Describe the average yearly turnover rate at similar systems that you manage	Please see the proposal for our response.	36	
i) Describe how you will control driver turnover in this contract	Please see the proposal for our response.	36-38	
j) Describe scheduling procedures for supervisors and dispatchers.	Please see the proposal for our response.	38-40	
k) Identify any subcontractor, consultant, or corporate staff personnel, if any, who will be helping to fulfill Agreement obligations and the services they will be providing. The proposal shall certify that all subcontracted firms shall agree to comply with all FTA and IDOT rules and regulations that apply to provide the services applicable to this agreement.	Please see the proposal for our response.	40	

1) Identify Disadvantaged Business Enterprise (DBE) firms the PROPOSER intends to subcontract with to meet the required DBE Goals.	Please see the proposal for our response.	40	
2) The CITY retains the right to review PROPOSER's personnel policies and the list of personnel assigned to the CITY's contract. Proposed changes in key personnel incumbents shall be subject to review and approval by CITY.	Please see the proposal for our response.	41	
a) The CITY may require that any driver be removed from transporting City customers for unprofessional behavior, excessive complaints, rudeness, or other inappropriate behavior or appearance.	Please see the proposal for our response.	41	
3) PROPOSER Dispatch personnel are to be available on a daily basis. The Contractor shall ensure that dispatch staff remains on-duty from 30 minutes prior to the time the first vehicle leaves the facility and until the last vehicle returns to the facility.	Please see the proposal for our response.	41	
4) PROPOSER will explain how it will communicate with Limited English Proficiency customers and how Proposer will schedule rides. Expense of communicating with non-English speakers will be included in proposal.	Please see the proposal for our response.	42	
5) PROPOSER shall explain how it will communicate phone reservation service with hearing impaired customers including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD must be compliant with the ADA regulations.	Please see the proposal for our response.	42	
6) The PROPOSER may submit additional information that will add value to the contract and their organization and staffing plan that will distinguish their proposal from other competitive proposals.	Please see the proposal for our response.	42-43	

III. Operating Methodology (40 points)

Criteria	Response	Page #	Additional Comments
1) Provide a hiring and training explanation that includes the following:	Please see the proposal for our response.	44-59	
a) Description of hiring, training, and retraining programs for drivers and mechanics and certification processes including minimum hiring qualifications. Include a new-hire training program syllabus including time periods for each training element. Provide information on driver training procedures that will be used. Discuss how the training program will ensure compliance with FTA and IDOT regulations, including training on safety and security.	Please see the proposal for our response.	44-59	
b) Explain experience with and approach to FTA's Public Transportation Agency Safety Plans (PTASP) requirements.	Please see the proposal for our response.	60	
c) Provide a description of continuing education programs for the management team.	Please see the proposal for our response.	60-63	
d) Provide a description of the Safety and Security training that all safety-sensitive employees receive; including name of firm providing this training and any awards or recognitions that firm may have received. Provide information on safety incentives that will be used.	Please see the proposal for our response.	64-67	
e) Provide a description of any policies and/or training, which employees have received to assist them in interactions with persons with Limited English Proficiency, people with disabilities, and passenger behaviors that may cause conflict with drivers and passengers.	Please see the proposal for our response.	67-68	
f) Describe your employment standards for hiring drivers	Please see the proposal for our response.	68-69	
g) Describe your employment standards for hiring management and supervisory personnel	Please see the proposal for our response.	69	
h) Describe your employment standards for hiring maintenance personnel	Please see the proposal for our response.	70	

2) Submit the firm's Drug and Alcohol Policy as part of the proposal.	Please see the proposal for our response.	70-71	
a) Provide an overview of the firm which the PROPOSER intends to use to perform the drug testing required of all safety sensitive employees. This shall include a profile of the firm, the services they intend to provide, and references for the work they provide. As a subcontractor to the PROPOSER, they shall also conform to all FTA and IDOT rules and regulations.	Please see the proposal for our response.	71	
3) Identify procedures to handle hiring complaints to include the following:	Please see the proposal for our response.	72	
a) Disadvantaged Business Enterprise (DBE) complaints which may be received by PROPOSER.	Please see the proposal for our response.	72	
b) Equal Employment Opportunity (EEO) complaints.	Please see the proposal for our response.	72	
c) Describe your procedures and standards for processing passenger and citizen complaints	Please see the proposal for our response.	72-74	
4) Provide evidence that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.	Please see the proposal for our response.	74	
5) Describe your understanding of the challenges associated with operating transit services on a university campus with a pedestrian intense operating environment and in a city or university of similar size.	Please see the proposal for our response.	74	
6) Provide a plan for how customer service will be managed, monitored, and sustained to help promote efficient and cost-effective paratransit service.	Please see the proposal for our response.	74	
7) PROPOSER shall present its process for evaluating disruptive passengers and standards that are used to ban or suspend a person's riding privileges. Final decision will be a cooperative decision between the CITY and PROPOSER.	Please see the proposal for our response.	74-75	
8) Describe the service performance standards you have established for this agreement and what internal (on site) and corporate quality control programs will be used to ensure that service performance standards are met. Address the following specifics:	Please see the proposal for our response.	75-81	
a) Describe any measures you propose to respond to vehicle breakdowns, accidents, railroad delays, and other service disruptions, including your plan for assistance for late buses and capacity constraints.	Please see the proposal for our response.	81-82	
b) Provide your approach to liquidated damages for performance failures, such as, but not limited to: failure to have safe equipment to meet schedule requirements; consistently late buses; missed trips; vehicle cleanliness; excessive breakdowns; etc	Please see the proposal for our response.	82-83	
c) PROPOSER will present their normal criteria and minimum or maximum standards for evaluating performance of their drivers; call center; and overall system performance.	Please see the proposal for our response.	83-84	
9) Describe your firm's overall safety program for this project.	Please see the proposal for our response.	85-91	
a) Provide information on the number of NTD Reportable Events submitted by the PROPOSER and its parent company in the last five (5) years, including but not limited to:	Please see the proposal for our response.	91	
i) A fatality confirmed within 30 days of the event	Please see the proposal for our response.	91	
ii) An injury requiring immediate medical attention away from the scene for one or more persons	Please see the proposal for our response.	91	
iii) Property damage equal to or exceeding \$25,000	Please see the proposal for our response.	91	

iv) Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle	Please see the proposal for our response.	91	
v) An evacuation for life safety reasons	Please see the proposal for our response.	91	
b) Provide the proposed General Manager's last five (5) years of NTD Reportable Events history.	Please see the proposal for our response.	92	
c) Provide information on best practices used to keep passengers and general public safe during operations including an example of a System Security and Emergency Preparedness Plan or similar document.	Please see the proposal for our response.	92	
10) Provide the security procedures and fare collection/monitoring program you will use for this agreement.	Please see the proposal for our response.	92	
a) Describe fareboxes that will be used including fare security procedures.	Please see the proposal for our response.	93	
11) Describe types of vehicles and the fleet-specific maintenance plan you will use for the City owned fleet in this agreement. Address the following specifics:	Please see the proposal for our response.	93	
a) Describe your strategy for maintaining overall reliability, safety, and attractive appearance for the buses.	Please see the proposal for our response.	94-103	
b) Describe the maintenance staffing plan including the number of mechanics, differentiation of mechanic's duties, and support personnel for the maintenance program. Explain the rationale for mechanics/bus ratio and mechanics/revenue-mile ratio.	Please see the proposal for our response.	103-104	
c) Describe the bus and equipment maintenance program and the maintenance record-keeping system will you use for this agreement.	Please see the proposal for our response.	104	
d) Provide typical preventative maintenance schedules for the bus fleet that will be used in DeKalb. (Refer to page 41 for Vehicle Information.)	Please see the proposal for our response.	104	
e) Describe internal and external cleaning schedules and procedures for the bus fleet.	Please see the proposal for our response.	104-105	
f) Describe your experience maintaining vehicles purchased with Federal Transit Administration funds.	Please see the proposal for our response.	106	
g) Describe your strategy for separating Urban maintenance personnel time and labor from other potential services performed on-site.	Please see the proposal for our response.	106	
12) Provide a description for how communications and information management will be provided to include the following:	Please see the proposal for our response.	106-107	
a) Describe the level of technology that will be used on buses including, but not limited to, fareboxes, automated vehicle locator, cameras, tablets, etc.	Please see the proposal for our response.	106-107	
b) Refer to page 40 and 41 for Equipment Information.	Please see the proposal for our response.	107	
13) Explain the transition plan to ensure operations can begin by the intended start date of January 1, 2021. Address the following concerns and expectations:	Please see the proposal for our response.	107-117	
a) Minimize the incidence of problems in the course of assuming the responsibilities of the existing provider.	Please see the proposal for our response.	107-117	
b) Provide timeline and description on how you plan to have an adequate number of drivers, mechanics, and supervisors in place by January 1, 2021.	Please see the proposal for our response.	117-118	
c) The aim is to have this transition occur seamlessly. The new agreement shall begin on January 1, 2021, but the transition period may extend before this period with agreement negotiated between the PROPOSER, the CITY, and current service provider. Proposer will identify one-time startup cost associated with the transition in the Price Proposal.	Please see the proposal for our response.	119	
d) Provide assurance that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.	Please see the proposal for our response.	119	
e) A PROPOSER that does not supply an adequate Transition Plan shall be deemed unresponsive.	Please see the proposal for our response.	119	

14) If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the Department of Justice, the Equal Employment Opportunity Commission, a state human rights agency, a state attorney general, or any other federal or state regulatory agency having jurisdiction over disabilities or related claims within the last five years, describe and detail such finding or action.	Please see the proposal for our response.	119	
15) Provide a plan for managing Rural transit; regional fixed routes; taxi; app-based demand service; school bus service; charter service; and other transportation and non-transportation services while remaining compliant with federal/state requirements. Show how the non-compliant portion of the business shall be completely separated from all transit services provided as part of this agreement. Demonstrate how any FTA capital equipment or operating assistance purchased with FTA grant funds shall NEVER be used in the provision of Charter or other non-compliant services.	Please see the proposal for our response.	120	
16) Provide a plan if PROPOSER will operate any school bus services from the DeKalb garage. It will show how the school bus portion of the business shall be completely separated from all transit provided as part of this agreement. If PROPOSER provides any school bus services, a plan shall be submitted to show it conforms to all FTA regulations as they relate to school bus services.	Please see the proposal for our response.	120	
17) The PROPOSER may submit additional information that will add value to the contract and the proposed operating methodology that will distinguish their proposal from other competitive proposals.	Please see the proposal for our response.	120-122	

IV. Professional References (10 points)

Criteria	Response	Page #	Additional Comments
1) The CITY intends to contact some or all of the prior clients to seek information about performance and client satisfaction including evaluations. Provide the following:	Please see the proposal for our response.	123-132	
a) Firm References: Provide references for all current paratransit and deviated fixed route service contracts/agreements. For each contract/agreement, include a name, telephone number, and e-mail address of a person able to attest to the work performed. Provide the number of peak buses and annual budget for each reference.	Please see the proposal for our response.	123-132	
b) Key Personnel References: Submit reference information for all key personnel proposed for this project. For each contact, include a name, telephone number, and e-mail address of a person able to attest to the work performed.	Please see the proposal for our response.	132	
2) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals.	Please see the proposal for our response.	132-134	

V. Proposed Price (50 points)

Criteria	Response	Page #	Additional Comments
1) Prices/costs shall be provided on a total operating cost per revenue-hour of service with an identification of the anticipated annual number of service hours to provide the proposed services (complete Table 1 of Price Proposal). The Price Proposal shall be submitted in a separate envelope.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
2) A marginal cost model to add or subtract minor service changes up to 15% of the estimated 38,823 service hours per year shall be included in the Price Proposal.	Please see separately sealed price proposal for our response.	separately sealed price proposal for our response.	
3) First year startup costs will be identified and will not be used in the basis for cost increases in subsequent years. Cost of buses shall not be included as a one-time startup cost. Cost of support vehicles and equipment shall be included as a one-time startup cost. Each vehicle and major piece of equipment shall be identified.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
4) Cost increases in the following years shall be based on the rules identified in the Financial Requirements.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
5) The CITY shall purchase and provide fuel for all revenue vehicles included within the Lease Agreement for the duration of the contract. The PROPOSER will provide a facility that is adequate to maintain the bus fleet, including an operational diesel and gasoline fueling station and related equipment, within five miles of the City limits of the City of DeKalb. PROPOSER shall assume all liability for fuel storage and dispensing procedures and shall engage in all fuel related activities in a fashion compliant with applicable laws. If the PROPOSER is unable to provide onsite fuel storage, fuel can be purchased at an off-site location. All fuel purchases made at an off-site location must be reconciled with a copy of a receipt to the CITY. Fuel purchases submitted to the CITY without receipts will be non-reimbursable. Non-revenue vehicle fuel costs shall be the responsibility of the PROPOSER.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	

Transit Service Provider RFP

6) The Cost and Budget Forms shall be reviewed. The lowest PROPOSER shall receive the full points, with other PROPOSERS prorated. The submitted budget shall be reviewed to ensure that all PROPOSERS are reasonably identifying their costs to support the contract. The review of the cost shall be based on the initial year of the contract. Cost increases in the following years shall be based on rules identified in the Financial Requirements.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
7) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals and exceeds the minimum requirements of this section.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
Complete Table 2. Proposed Flex Route Price Summary	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
Complete Table 3. Bus Operator Wage Table of Price Proposal as referenced in RFP # TRANSIT 2020-01 Organization Staffing Plan, page 16.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	
Complete Table 4. Labor Table as referenced in RFP # TRANSIT 2020-01 Organization Staffing Plan, page 16.	Please see separately sealed price proposal for our response.	Please see separately sealed price proposal for our response.	

FORMS CHECKLIST

Event / Form	RFP PAGE REFERENCE	PROVIDED?	LINK TO FORM / DOCUMENT	Document Type
June 12, 2020 1:00 PM: Pre-bid Meeting	TRANSIT-2020-01 Page 6		Sabrina.Kuykendall@cityofdekalb.com	email
Please email Sabrina Kuykendall for teleconferencing information.				
June 24, 2020 4:00 PM: Deadline to submit questions. NOTE: Questions must be submitted via email or form. No questions will be accepted orally.	TRANSIT-2020-01 Page 6		Sabrina.Kuykendall@cityofdekalb.com	email
July 16, 2020 1:00 PM: Proposals Due	TRANSIT-2020-01 Page 6		https://www.cityofdekalb.com/DocumentCenter/View/11172/Paratransit-Services-RFP-FINAL	PDF
TRANSIT-2020-01 SERVICE PROPOSAL (7 PRINTED COPIES)	TRANSIT-2020-01 Page 8		https://www.cityofdekalb.com/DocumentCenter/View/11172/Paratransit-Services-RFP-FINAL	PDF
TRANSIT-2020-01.5 PRICE PROPOSAL (7 PRINTED COPIES)	TRANSIT-2020-01 Page 8		https://www.cityofdekalb.com/DocumentCenter/View/11172/Paratransit-Services-RFP-FINAL	PDF
All proposals, forms, and supporting documents in electronic format (2 electronic copies)	TRANSIT-2020-01 Page 8		https://www.cityofdekalb.com/DocumentCenter/View/11172/Paratransit-Services-RFP-FINAL	Electronic
Appendix A - Contractor Information Form	TRANSIT-2020-01 Page 53		https://www.cityofdekalb.com/DocumentCenter/View/11167/Paratransit-Services-RFP-Appendix-A	Fillable Form
Appendix B - Proposal Check List	TRANSIT-2020-01 Page 54			Spreadsheet
Appendix C - Required Certifications	TRANSIT-2020-01 Page 55-67		https://www.cityofdekalb.com/DocumentCenter/View/11168/Paratransit-Services-RFP-Appendix-C	Fillable PDF
Appendix D - Federally Required and Other Model Clauses (information only, nothing to fill out)	TRANSIT-2020-01 Page 68-108		https://www.cityofdekalb.com/DocumentCenter/View/11169/Paratransit-Services-RFP-Appendix-D	Fillable PDF
Appendix E - Procurement Protest Procedures (information only, nothing to fill out)	TRANSIT-2020-01 Page 109-111	n/a	https://www.cityofdekalb.com/DocumentCenter/View/11170/Paratransit-Services-RFP-Appendix-E	PDF
Appendix F - Suggested Agreement for services (information only, nothing to fill out)	TRANSIT-2020-01 Page 112-116	n/a	https://www.cityofdekalb.com/DocumentCenter/View/11171/Paratransit-Services-RFP-Appendix-F	PDF
Table 1 - Paratransit and Flex Route Price Summary	TRANSIT-2020-01.5 Page 9		https://www.cityofdekalb.com/DocumentCenter/View/11177/Price-Proposal-Table-1	Spreadsheet
Table 2 - Proposed Flex Route Price Summary	TRANSIT-2020-01.5- Page 10		https://www.cityofdekalb.com/DocumentCenter/View/11174/Price-Proposal-Table-2	Spreadsheet
Table 3 - Bus Operator Wage Table	TRANSIT-2020-01.5 Page 10		https://www.cityofdekalb.com/DocumentCenter/View/11175/Price-Proposal-Table-3	Spreadsheet
Table 4 - Labor Table	TRANSIT-2020-01.5 Page 10		https://www.cityofdekalb.com/DocumentCenter/View/11176/Price-Proposal-Table-4	Spreadsheet

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FIRM QUALIFICATIONS



Transdev has provided excellent service over the years and has been responsive to NVRTA's changing demands. Transdev has also been honorable and responsible during contractual negotiations, and I've appreciated Transdev's flexibility as demands change, especially during the emergency response operations and service changes associated with the 2017 and 2019 fires.

**Kate Miller**

Executive Director

Napa Valley Transportation Authority (NVRTA)

I. Firm Qualifications

1) Briefly describe the general character of work performed by your firm: fixed route, paratransit, charter, school bus, other transportation services, and non-transportation services.

Transdev's History and Qualifications

Transdev Services, Inc. is the largest private-sector, multi-modal provider of public transportation in the U.S. Our North American corporate headquarters are in Lombard, Illinois and we have experts in all key transit-related disciplines located across North America. Our experience spans a broad range of contract structures, from traditional operations and maintenance contracts to management contracts that include functions traditionally performed by the public transit agency. We are a nimble, flexible partner that can move quickly to assist the City with all your mobility needs.



Transdev has evolved from our humble beginnings as a taxi company in Baltimore over 100 years ago. We now have more than 20,000 employees, operating over 12,000 vehicles for contracts in more than 200 locations across the United States. We deliver virtually every type of ground transportation service, including fixed route, paratransit, commuter bus, university shuttle, BRT, student transportation, airport shuttle, commuter rail, light rail, streetcar, and ferry service.

Transdev's Vision and Mission Statement

As an operator and global integrator of mobility, Transdev – *The mobility company* – gives people the freedom to move whenever and however they choose. We are proud to provide *11 million passenger trips everyday* thanks to efficient, easy to use and environmentally friendly transportation *services that connect people and communities.*

Transdev's mission is to empower freedom to move for everyone, every day. This places us at the heart of everyday life and makes us a key player committed to serving general interests, developing local services, and protecting the environment. Because we are people serving people, we are committed to protect human rights in our activities and in all relations with our stakeholders.

Everything starts with uncompromising safety. Caring for the safety of our employees and passengers is the most important thing that we do.

Passenger experiences adapted to the moment. Passengers have high expectations and we have solutions to measurably improve those expectations.

Our operating performance is second to none. Our best practices are gathered from experience around the world — they are globally proven and locally relevant.

We have a rigorous fleet maintenance program. Through the development of proprietary platforms, we have pioneered a maintenance approach that ensures the longevity of transit vehicles and extends the life of our clients' fleets.

Throughout our 100-year history, Transdev has demonstrated our ability to manage, operate and improve transportation systems of many sizes, fleet types, and levels of complexity. We have unparalleled experience in virtually every type of service delivery model. We are a company known for our creativity and willingness to reinvent the model in response to a local need or condition.

In some locations, Transdev provides facilities and vehicles. In others, we operate services with our client's resources. This diversity of experience means that we are not locked into a single-minded approach for conducting business. It also means that if an agency wants to explore a different approach for delivering service, we have staff with directly relevant experience which can be used to support such an effort. Transdev is a pioneer in the creation and development of public-private partnerships in the transportation sector and a committed leader in the race against climate change. We have become the global benchmark for providing sustainable mobility.

Transdev is an Operator and Integrator of **Multiple Modes**



Paratransit Experience

Our paratransit and demand response clients include several high-profile systems, including those located in Washington, D.C.; San Francisco, Phoenix; and Baltimore. The service delivery models we operate include traditional service with dedicated service providers as well as those that include subcontracted service delivery providers such as in Concord, California. We also operate brokerage/call center contracts in San Francisco, Oakland, Pittsburgh, and Boston where we manage multiple local service providers to deliver high-quality paratransit service.

Long Term Partnerships

Every major national firm providing contracted services can boast of having a resume that supports its efforts to service the City. What distinguishes Transdev from our competitors is our resume of long-term clients that have partnered with us for decades; in fact, several of our clients span over half a century.

Client Name	Services Provided	Transdev Client Since
Jefferson Transit	Fixed Route; Paratransit,	1949
Northern Illinois University	Fixed Route; University Service	1971
City of Phoenix Public Transit Department	Fixed Route	1972
Winston-Salem Transit Authority	Fixed Route; Paratransit	1972

Client Name	Services Provided	Transdev Client Since
Port Authority of Allegheny County	Brokerage; Paratransit	1979
Bradley Airport	Airport Taxi Dispatching; Curbside Greeters	1982
City of Phoenix Aviation Department (Sky Harbor International Airport)	Airport Service;	1986
Butte Regional Transit (B-Line)	Fixed Route; Paratransit	1987
GoRaleigh	Fixed Route	1988
Maryland Transit Administration	Paratransit	1988
Sonoma County Transit	Fixed Route	1989
Napa Valley Transportation Authority	Fixed Route; Paratransit, Community Shuttle, Commuter	1991
New Jersey Transit (Monmouth County)	Fixed Route	1992
San Diego Metropolitan Transit System	Fixed Route	1992
East Bay Brokerage	Brokerage; Paratransit	1995
Barnes Jewish Hospital (BJC Health System)	Fixed Route; Employer Shuttle	1997
Redding Area Bus Authority	Fixed Route; Paratransit	1997
Charleston Area Regional Transit Authority	Fixed Route; Paratransit	1999
Greater Bridgeport Transit Authority	Paratransit	1999
Loudoun County Transit	Commuter	1999
San Francisco Municipal Transportation Agency	Brokerage & Transportation Services	2000
San Jose Airport (Mineta San Jose International Airport)	Fixed Route, Airport Shuttle	2000
Waukesha Metro Transit Commission	Fixed Route; Paratransit	2000
City of Phoenix Operations Control Center	Fixed Route Dispatch	2003
Lexington Transit Authority (Lextran)	Fixed Route; Paratransit	2003
Washington University - St. Louis	Fixed Route Campus Shuttle;	2003
Greater Attleboro Taunton RTA	Fixed Route; Paratransit	2004
Denver Regional Transportation District (RTD)	Fixed Route	2005
Antelope Valley Transit Authority	Fixed Route, Commuter	2006
Gwinnett County Transit	Fixed Route; Paratransit, Commuter	2006
Baltimore County Health Department	Paratransit	2007
Georgia Regional Transit Authority	Fixed Route, Commuter Service	2007
Los Angeles County Metropolitan Transportation Authority	Fixed Route	2008
River Parishes	Paratransit	2009
Liberty County Transit	Fixed Route	2010

Our Parent Company Transdev Group

Transdev Group is one of the world's largest and best-known operators of passenger transportation. Globally, we have 5,000 contracts in 19 countries with 85,000 employees operating bus, rail, light rail, shuttle, and ferry businesses. Our 48,000 vehicles provide 3.3 billion passenger trips per year. This experience helps us deliver innovative approaches and the best solutions to clients and passengers.

We are a privately funded company owned by Caisse des Dépôts Group and the Rethmann Group. Caisse des Dépôts retains exclusive control of Transdev and is the long-term majority shareholder. The mission statement of Caisse des Depot is to invest in projects that improve the sustainability of communities. This has positively impacted Transdev's innovation and development strategy as both the Rethmann Group and Caisse des Dépôts Groups share the same values and a commitment to transportation development on a global scale. Neither are publicly traded companies, so our business plans are not impacted by shareholder demands and market forces. This provides Transdev the stable platform from which to innovate and to invest. Recent investments made by the Rethmann Group have accelerated the development of innovations at Transdev.

Transdev Group is fully committed to Transdev Services, Inc., and our U.S. contracts. Unlike several of our competitors, we are not for sale and will provide long term stability to the City of DeKalb as your partner.

2) Describe your firm's qualifications and experience to perform the work described in this RFP. Information about experience shall include direct experience with the specific subject-matter area.

Executive Summary

The City of DeKalb's mission is to deliver high-quality municipal services to those who live, work, learn in, or visit the community. The City is located approximately 60 miles from Chicago and is part of the Chicago metropolitan area. DeKalb residents enjoy a high quality of life with excellent community services and accessible transportation connecting people to activities, appointments, shopping, and industry. This urban community enjoys a vibrant economy with 44 parks covering more than 700 acres and is home to the Northern Illinois University, a premier teaching and research institution.

The City's paratransit services provide deviated fixed route service, door-to-door paratransit service, including Northern Illinois University and non-emergency medical transportation. In 2019, the system transported nearly 85,000 paratransit passengers. As "The Mobility Company," Transdev's mission is to empower freedom to move for everyone, every day. We are excited about the opportunity to partner with the City of DeKalb (COD) to meet your goals for Americans with Disabilities (ADA) compliant service and overall community accessibility.



With the release of its Request for Proposal, the City is seeking a professional paratransit operator firm to provide operations and maintenance for the paratransit and flex route services in the City of DeKalb and within the DeKalb Urbanized area. The selected firm will provide safe, reliable, and efficient service with a high level of customer service.



Transdev is the partner that the City of DeKalb knows and can trust to deliver the safe, reliable, and efficient service you seek and exceed the expectations of the community. We will deliver a superior passenger experience; leverage our local footprint and corporate support; and apply our experience with and knowledge of proven and new initiatives and data transparency.



Elevating the Passenger Experience

Transdev understands the City's stated project objective to provide a very high level of customer service, and we will deliver services that provide prompt, courteous service to your customers by taking the following actions.



- Hire and maintain an active maintenance workforce
- Create and schedule runs efficiently including same-day rides and will-calls
- Maintain and improve operational efficiencies
- Dispatch all activities related to trips booked on our runs.
- Maintain and perform routine service on all vehicles
- Maintain accurate fare counts, passenger counts, and all other required reporting
- Comply with all state and federal requirements

In addition to mandatory, comprehensive customer service training, we will bring new processes, technology, and initiatives to serve as a transparent partner and elevate the passenger experience.

- **My Transit Manager** app allows passengers and caregivers to view real-time information and receive notifications, such as estimated times for arrival, on their mobile phones. It also allows passengers to transmit their current location to assist Operators in locating them more quickly. Further, passengers and caregivers may view subscription and future trips on the app, access quick links to the call center, and rate their trip, from booking through final drop-off.
- The **Agency Portal** allows major trip generating agencies and facilities, like Opportunity House, DaVita Dialysis, Colonial House, and Wal-Mart, to see the estimated time of arrival (ETA) of all assigned vehicles for their location or those in route to pick up their passengers. This information is processed in real-time as the portal is tied to the scheduling system. Agencies can prepare for the arrival of passengers by meeting the vehicle while departing passengers can be better organized to efficiently board the correct vehicles. In turn, we can reduce the number of calls to the call center inquiring about trip schedules or ETAs.

- **Transdev Experience for Passengers, or T.ex**, is our internal auditing program and method that we use to access all aspects of the customer experience. T.ex leverages experts from all areas of our operation to identify methods to improve the passenger experience.
- **Going for Care** training teaches our employees skills for interacting positively with all passengers.
- **Annual Innovation Fest** will bring the City of DeKalb, Transdev, and community members together to brainstorm new ideas to improve the passenger experience for our fixed route and paratransit services.

Leveraging Our Local Footprint and Regional Support

Transdev proposes operating the City's paratransit services from our existing DeKalb fixed route operations and maintenance offices. Sharing this facility will bring value and cost savings through shared efficiencies and infrastructure.

Our paratransit team will be led by our current fixed route General Manager Melissa Ohrwall. With more than a decade of experience with transportation in DeKalb, Melissa knows the operating environment and understands the unique needs of the City. Melissa will be supported by Paratransit Manager Patricia Tezer, who brings three decades of paratransit experience and management.

Melissa, Patricia and the local team will be supported by a strong regional team, comprised of subject matter experts who share best practices across locations. Our local and regional management teams will engage with the local employees as soon as possible following the contract award. We will schedule a weekly meeting with employees and City staff to plan and conduct outreach events to educate passengers. We will also work with the City to develop a comprehensive communications plan to discuss the transition openly and honestly with all stakeholders.

Transdev is a flexible partner with extensive experience in paratransit service delivery – we will work with the City of DeKalb to exceed your goals.

Regional Management Support

Through comprehensive auditing, identification of root causes, and improved hiring practices, training, and employee incentives, our senior management team will manage and monitor this operation.

Regional Vice President Ron Bushman will provide extensive corporate support to the local team to meet all contract requirements. He will serve as a valuable resource to assist with any challenges the local team may face, and General Manager Melissa Ohrwall will report directly to Ron. Ron has nearly three decades of experience in the transit industry, in both the public and private sectors. Additional regional support staff for these operations will include National Maintenance Director Mark Nicholson, who will support the location's facility and vehicle cleaning needs; Regional Safety Director Matthew Weinberg, who supports our training programs and safety initiatives; and Regional HR Director Marrett McLeod, who will support all of the location's human resources needs.

Quarterly Contract Review

Regional Vice President Ron Bushman and his team will continually review service data to identify trends and potential improvements. We will share these findings with the City on a quarterly basis and develop action items and goals in partnership with City staff. This process will help us identify and achieve long-term goals and ensure that they are not overlooked because of the demands of daily service delivery.

We have proudly served as Northern Illinois University's campus shuttle provider for 49 years and the City's fixed route service partner since January 2019.

Paratransit Solutions

Transdev's deep paratransit operating knowledge was gained through experience. Our proven best practices, technologies, and initiatives will elevate the City's services to new levels.

Transdev has been providing passenger transportation for more than 100 years. We bring sound, professional practices and processes for human resources, operations, management, safety, information technology, and maintenance that were developed through experience, extensive resources, and diverse teams.

Technology Solutions

Transdev will transform the current paratransit operations to a modern, efficient service using Ecolane routing, scheduling, and dispatching software. We are an Ecolane superuser and count many Ecolane experts among our corporate support team. Transdev's technology solutions will provide real-time, shared data for transparency on customer satisfaction and operational performance.



Our internally developed Vision™ Suite of Technologies will enhance operational communication and assist us in monitoring our performance, including:

- **Command Console** is a scheduling and dispatching tool that brings key data points into a single workplace to facilitate Dispatchers managing all aspects of real-time service delivery. This tool gathers critical performance data and transforms it into a more intuitive format, so Dispatchers can better identify areas of opportunity for improving and maintaining service performance. Using an exception-based dispatching approach, Command Console quickly and easily identifies routes and events with alerts or exceptions to be reviewed, allowing Dispatchers to focus on and mitigate only those events that may negatively impact performance. With everything from high-level overviews, enterprise late monitors, and drill-down details, Command Console brings all impactful operational data together into one useful workspace.
- **“Wurk” Employee Scorecard** is performance monitoring software that allows Managers and Supervisors to closely monitor individual Dispatch employee performance. We use the data generated by Wurk to develop coaching for staff to meet or exceed operational goals.



The level of granularity provided in this software allows us to pinpoint the strongest and weakest staff, providing Managers with greater control over the performance quality of critical performance-related functions.

- **Virtual Dispatch System (VDS)** allows us to track employees from check-in through pre-trip. It also provides payroll information and dispatch logs to enhance communications and accuracy.
- **Transdev Connect App** allows instant communication between team members and Supervisors. Through push notifications sent by Dispatch, this app alerts Operators of their next day shifts and facilitates consistent communication among the entire team. Further, Operators may submit time-off requests and review their schedules through this app.
- **WebRisk** maintains a complete database of employee credentials and background checks, as well as accidents and incidents to guide training efforts, notification and reduce accident frequency.
- **KPI Dashboards** display operational performance at a glance. Our continual improvement process regularly updates our programs and makes the system better through key performance indicator analysis, training, and sharing best practices.
- **Microsoft's Power BI** allows us to quickly access critical pieces of information regarding each area of the operation. Using this information, we are proactive in identifying trends and developing action plans to prevent future incidents across many service areas.
- The **Transdev Operations Management (TOM)** performance system gives our managers the tools, industry best practices, and information to create optimal system performance. The TOM System is a management software that supports scheduling employees, maintaining payroll, tracking hours and time off, and monitoring system efficiency. This performance management resource arms our local leadership with specialized tools, industry best practices, and information to drive optimal performance. It allows General Managers to quickly view our operations and determine improvements we can make. We will customize the system for DeKalb paratransit to target key performance indicators.
- Ecolane's **SMS text feature** provides real-time information about the estimated arrival time (based on AVL data from the vehicle) and the name of the arriving vehicle. A text message can be sent to passengers to relay trip status, including pick-up time.
- Transdev will install **DriveCam by Lytx** on-board cameras in all vehicles to reduce accidents and incidents. DriveCam focuses on reducing major collisions and correcting unsafe acts. Cameras record both in-vehicle and road views, capturing the images and sounds of triggering events such as accidents, fast braking, and acceleration, and hard lane changes or turns. DriveCam is directly connected to the vehicle's engine computer providing speedometer records, idling records, HVAC usage, etc.



- The **ETA Spot app** provides vehicle tracking and data collection on service accuracy, service performance, and safety. The app includes reporting tools to monitor and continuously improve on-time performance, efficiency, and passenger satisfaction. This system is already in place on the fixed-route system which we operate for the City of DeKalb. This will be included on the flex route buses to facilitate seamless integration between the services.

3) Describe your firm's financial health:

With an annual budget of more than \$1.4 billion, Transdev's financial health is strong and stable. We have the financial wherewithal to fund all ongoing operations and maintenance throughout the term of this agreement and there are no known conditions, such as bankruptcy, pending litigation, planned office closures, or impending merger, that would inhibit Transdev from doing so.

a) Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets.

Transdev has never voluntarily or involuntarily filed for bankruptcy.

b) Provide detailed information regarding past and pending litigation, liens, or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.

Transdev and its affiliated companies operate multiple modes of transportation for hundreds of contracts throughout North America. We employ more than 20,000 employees in North America, operates hundreds of buses and other vehicles in its many operations, and transports millions of passengers annually.

In the normal course of its business, despite an excellent safety record, Transdev is a party to claims and legal proceedings primarily concerning small third-party claims for injuries and damages alleged to have occurred in the provision of transportation services and employee claims involving personnel and labor relations issues. None of these claims or proceedings is material to Transdev's financial condition or ability to perform the services which are the subject of the current Request for Proposals.



4) Provide audited financial statements for the past three (3) years. If a partnership, submit financial statements for each partner. If audited statements are not available, PROPOSER may be required to submit additional financial information to establish financial responsibility. The RFP Evaluation Committee reserves the right to require the submission of additional documentation of financial responsibility or viability based upon the review of any submitted documentation, and the failure to respond to such a request shall constitute grounds for rejecting any proposal.

Our audited financial statements for the past three years are included in the Appendix.

a) Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in Illinois. Proof shall take the form of a letter from PROPOSER's insurance agent stating that they are eligible to obtain insurance to the prescribed limits should a contractual offer be extended. Disclose intended deductible levels, if any. Disclose the total number and amount of claims paid by the PROPOSER or its insurer(s) in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and your proposed deductible levels.

Transdev can obtain the specified insurance requirements. We have a letter from our insurance provider attesting to this ability in the Appendix.

As stated above in response to *Question 3b*), Transdev is party to claims and legal proceedings in our normal course of business of operating hundreds of vehicles and employing more than 20,000 people. None of these claims or proceedings is material to Transdev's financial condition or ability to perform the services which are the subject of the current Request for Proposals.

b) Provide financial credit references. A minimum of two (2) is required including the primary financial institution of the PROPOSER. Include name, title, and current telephone number of a contact person and the address of the financial institution.

The following are Transdev's financial references:

Financial Institution	Contact Information	Address
Bank of America	Albert Wheeler Vice President Phone: 312.992.9038 Albert.wheeler@bamf.com	540 W. Madison Street Chicago, IL 60661
Aon Risk Solutions	David Roska Account Executive Phone: 312.381.4274	200 E. Randolph Street 13th Floor Chicago, IL 60601

5) PROPOSER will provide a list of all transit service contracts/agreement entered into or performed under at any point during the last three years. Proposer will provide detailed information on five contracts of similar size systems operating in similar operating environments, which should include:

The following table lists all transit service contracts Transdev has performed during the past three years:

Client Name	Services Provided	Transdev Client Since
Antelope Valley Transit Authority	Fixed Route, Commuter	2006
Babcock Ranch	Autonomous Vehicle	2017
Baltimore County Health Department	Paratransit	2007
Barnes Jewish Hospital (BJC Health System)	Fixed Route, Employer Shuttle	1997
Boston Public Schools	Student Transportation	2013
Bradley International Airport	Airport Taxi, Dispatching, Curbside Greeters	1982
Connecticut Aviation Authority	Fixed Route, Paratransit	2016
Burlington Link Transit (Link Transit)	Fixed Route, Paratransit	1987
Butte Regional Transit (B-Line)	Paratransit	2018
Capital Area Transportation Authority (CATA)	Fixed Route, Paratransit	1999
Charleston Area Regional Transit Authority	Fixed Route, University Service	1971
City of DeKalb	Fixed Route, Paratransit	2019
City of Jackson (MS) JATRAM	Fixed Route	1972
City of Phoenix	Dispatch	2003
Public Transit Department - North & South Garages	Airport Shuttle	1986
City of Phoenix Operations Control Center	Fixed Route, Paratransit	2019
City of Phoenix Aviation Department (Sky Harbor International Airport)	Fixed Route, Paratransit	2016
CCCTA County Connection	Fixed Route	2005
Concord Kannapolis Area Transit	Paratransit	2017
Denver Regional Transportation District (RTD)	Brokerage, Paratransit	2016
Denver Regional Transportation District (RTD)	Streetcar	2016
Detroit Department of Transportation	Microtransit	2019
Detroit M-1 Streetcar	Brokerage, Paratransit	1995
Detroit Microtransit	Paratransit	2014
East Bay Brokerage	Fixed, Commuter	2019
Essex County, New Jersey	Fixed Route, University Service	2016
Fairfax Connector	Transit Store Operation & Bus Stop Maintenance	1999
Florida Polytechnic University	Fixed Route, Express, BRT	2014
Foothill Transit	Paratransit, Senior Services	2017
Foothill Transit (Arcadia Division)		
Fulton County Senior Transportation		

Client Name	Services Provided	Transdev Client Since
Gainesville Regional Transit Authority	Autonomous Vehicle	2018
GoRaleigh	Fixed Route	1988
Grand Valley Transit (Grand Junction)	Fixed Route, Paratransit, Dial-A-Ride	2017
Greater Attleboro Taunton RTA	Fixed Route, Paratransit, Microtransit	2004
Greater Bridgeport Transit Authority	Paratransit	1999
Gwinnett County Transit	Fixed Route, Paratransit, Commuter	2006
Indianapolis Public Transportation Corporation (IndyGo)	Paratransit	2018
Jacksonville Transit Authority	Autonomous Vehicle	2018
Jefferson Transit	Fixed Route, Paratransit	1949
Lexington Transit Authority (Lextran)	Fixed Route, Paratransit	2003
Liberty County Transit	Fixed Route	2010
Livermore Amador Valley Transit Authority	Autonomous Vehicle	2019
Los Angeles County Metropolitan Transportation Authority	Fixed Route	2008
Loudoun County Transit	Commuter	1999
Lower Hudson Transit Link (LHTL)	Fixed Route	2018
Maryland Transit Administration	Paratransit	1988
Massachusetts Bay Transportation Authority	Paratransit Brokerage	2018
Milwaukee Streetcar	Streetcar	2017
Mountain Metropolitan Transit (Colorado Springs)	Maintenance	2016
Mountain Metropolitan Transit (Colorado Springs)	Paratransit	2019
Napa Valley Transportation Authority	Fixed Route, Paratransit, Community Shuttle, Commuter	1991
Nassau Inter-County Express	Fixed Route, Paratransit	2012
State of Nebraska Coordination Center	Brokerage One Call One Click, Medicaid Transportation	2014
New Jersey Transit (Monmouth County)	Fixed Route	1992
New Orleans Regional Transit Authority	Fixed Route, Commuter Service, Paratransit, Streetcar, Ferry	2008
North Carolina State University	Fixed Route, University Service	2017
Ohana Well Care	Brokerage	2016
Port Authority of Allegheny County	Brokerage, Paratransit	1979
Redding Area Bus Authority	Fixed Route, Paratransit	1997
River Parishes Transit Authority	Paratransit	2009
Rockland County	Fixed Route	2018
San Diego Metropolitan Transit System	Fixed Route, BRT	1992
San Francisco Municipal Transportation Agency	Brokerage & Transportation Services	2000
San Francisco Municipal Transportation Agency	Paratransit	2014
San Jose Airport (Mineta San Jose International Airport)	Fixed Route, Airport Shuttle	2000
State Road and Tollway Authority	Fixed Route, Commuter Service	2007
Sonoma County Transit	Fixed Route	1989
Southwest Ohio Regional Transit Authority - Cincinnati Bell Connector	Streetcar	2015

Client Name	Services Provided	Transdev Client Since
Texas State University	Fixed Route, University Service	2014
Texoma Paratransit Service	Paratransit	2015
Valley Metro RPTA	Paratransit	2017
Washington Metropolitan Area Transportation Authority	Fixed Route	2018
Washington Metropolitan Area Transit Authority	Paratransit	2013
Washington University - St. Louis	Fixed Route Campus Shuttle, Charter Transportation Services	2003
Waukesha Metro Transit Commission	Fixed Route, Paratransit	2000
Winston-Salem Transit Authority	Fixed Route, Paratransit	1972
Yolo County Transportation District	Fixed Route; Paratransit, Commuter, ADHC Shuttle	2006

a) Name and address of client;

b) A brief description of the work performed (scope of service, number and type of vehicles, number of people employed/managed by the PROPOSER, asset ownership, maintenance responsibility, etc.);

c) Dates of performance (noting whether these beginning and ending dates coincided with the original Contract/Agreement term and if not why not);

d) Annual dollar value of contract/agreement;

Central Contra Costa Transit Agency - CCCTA County Connection – Concord, CA

Transdev began partnering with County Connection in 2019. Our staff of 68 Operators and Mechanics provide paratransit service with a fleet of 49 vehicles. As part of our service offering, we partner with a non-dedicated service provider who supplements our service with independent, ADA-trained drivers.

In 2020, we launched the My Agency portal for frequent trip generators and have had 177 Perfect Safety Days year-to-date in 2020 (zero preventable accidents, zero passenger or pedestrian injuries).

CCCTA Advisory Committee member and passenger Marjorie McWee recently expressed her appreciation for our smooth transition and strong operating performance: *“BRAVO! Everyone involved in the Transdev transition deserves to hear that, from the drivers to the many working behind the scenes. Transdev’s new technology has substantially improved the paratransit passenger’s experience. Equally as laudable has been the effective implementation of the transition. To achieve so much change in so little time is a testament to the strong leadership and organizational management you and your team have brought to the table.”*



A letter of reference from our client at CCCTA has been included in the Appendix.

Contact	Rashida Kamara, Manager of Accessible Services
Address	2477 Arnold Industrial Way, Concord, CA. 94520
Phone Number	925.680.2098
E-mail	kamara@cccta.org
Client Since	2019 (currently in initial term)
Annual Value	\$6,450,000
Number of Employees	68
Type of Service	Fixed Route; Paratransit
Number of Peak Buses	49

Mountain Metropolitan Transit (MMT) – Colorado Springs, CO

Transdev provides operations and maintenance services for MMT under separate contracts. On the operations side, our 67 Operators, Dispatchers, Schedulers, and other staff provide over 150,000 trips per year with strong on-time performance and productivity. In addition, Transdev's 18 maintenance employees are responsible for ensuring a safe, reliable fleet of paratransit and fixed route vehicles. This location achieved a Perfect Safety Year in 2019 – 365 Perfect Safety Days for maintenance (zero preventable accidents, zero passenger or pedestrian injuries).



Contact	Brian Champion, Specialized Service Program Coordinator
Address	1015 Transit Drive, Colorado Springs, CO 80903
Phone Number	719.385.7455
E-mail	brian.champion@coloradosprings.gov
Client Since	2016 (currently in initial term)
Annual Value	\$4,454,000
Number of Employees	67
Type of Service	Paratransit
Number of Peak Buses	48

Texoma Paratransit Service (TAPS) – Gainesville, TX

Transdev assumed operations of a TAPS through a Public Private Operating Partnership contract in March 2016 after the system had shut down following discovery of mismanagement and having its federal and state funding suspended. Within 30 days, Transdev resumed providing on-demand general public service to the six-county service area and immediately began rebuilding relationship with FTA and Texas Department of Transportation. Transdev satisfied all the requirements to resume full funding status with both partners by January 2017.



In partnership with TAPS, Transdev has consistently worked to improve system's standing in the various communities served and has grown the service in terms of ridership year over year. Operational performance continues to improve with on-time performance above 90% and month to month improvement in service productivity.

Contact	Leon Klement, Cooke County Commissioner
Address	6104 Texoma Pkwy. Sherman, TX 75090
Phone Number	940.668.5484
E-mail	leon.klement@co.cooke.tx.us
Client Since	2015 (currently in initial term)
Annual Value	\$2,479,716
Number of Employees	31
Type of Service	Paratransit
Number of Peak Buses	15

Yolo County Transportation District – Woodland, CA

Yolo County Transportation District is a state-created district providing services to the Yolo County area in Northern California. The Yolo County Transportation District administers Yolobus, which operates local and intercity bus service 365 days a year in Yolo County and neighboring areas including downtown Sacramento and Sacramento International Airport. Transdev began the Yolobus service in July 2006. At our client's request, we provided an accelerated start-up within a three-week period.



The Yolobus service is primarily fixed route with a paratransit component. The fixed-route fleet is comprised of 51 CNG and 6 Diesel transit coaches; the paratransit fleet is comprised of 16 vehicles.

A letter of reference from our client in Yolo County has been included in the Appendix.

Contact	Terry Bassett, Executive Director
Address	350 Industrial Way, Woodland, CA 95776
Phone Number	530.661.0816
E-mail	tbassett@yctd.org
Client Since	2006 (currently in initial contract term)
Annual Value	\$9,300,000
Number of Employees	120
Type of Service	Fixed Route; Paratransit; Commuter; ADHC Shuttle
Number of Peak Buses	57 Fixed; 14 Paratransit; 3 Microtransit

Denver Regional Transportation District (RTD) – Denver, CO

Since October 1, 2017, Transdev has been proud to serve and operate the ADA complementary paratransit (Access-a-Ride) service for RTD. Transdev works in partnership with RTD to transport over 800 passengers each day with a fleet of 86 vehicles. Our 108 Operators provide excellent customer service with a focus on safe, timely transportation. As evidence of this performance, our team receives an average of 10 compliments per month. In addition, this location achieved 315 Perfect Safety Days in 2019. The RTD auditor commented that of the many audits he has performed over the last 10 years, Transdev's was "by far the best he has seen across the nation."



Contact	Fred Worthen, Director of Transportation
Address	1600 Blake Street, Denver, CO 80202
Phone Number	303.299.2842
E-mail	fred.worthen@rtd-denver.com
Client Since	2017 (currently in initial contract term)
Annual Value	\$8,500,000
Number of Employees	133
Type of Service	Paratransit
Number of Peak Buses	52

e) If the PROPOSER is invited to interview, the PROPOSER will be requested to explain whether your firm ever requested an increase or adjustment in your contract/agreement rate. If so, at which properties were these requests made, what were the circumstances, and what were the outcomes of your requests?

As a large transportation provider, Transdev has experienced occurrences when a rate adjustment was requested on a contract or agreement. However, it is important to note that Transdev bids responsibly, and any of these requests were allowed by contract and based on data and unforeseen circumstances from the time of bidding.

Such requests have generally been made due to either contractual "reopener" language, such as an increase or decrease in revenue miles and/or hours, or due to unforeseen circumstances such as an increase in the state minimum wage or renegotiated collective bargaining agreement.

Additionally, many of our contracts have been adjusted over the past several months to accommodate the changes in ridership demand due to the COVID-19 pandemic. More detail about Transdev's services during the pandemic are described in *Section IV. Professional References #2*.

6) Explain firm's experience with Federal and State transit and paratransit regulations to include the following:

a) Provide evidence of familiarity with the Federal Transit Administration (FTA) Uniform System of Accounts and with National Transit Database (NTD) reporting.

Transdev has been familiar with NTD reporting requirements and the FTA Uniform System of Accounts for many years and we're required to track this data for most of our clients. Transdev will maintain

a database of all accident/security incidents according to FTA reporting guidelines, providing monthly NTD reports to DeKalb. In addition to the NTD requirements Transdev will provide information to support trend analysis, sorting accidents by type, location, frequency, and severity. Transdev will submit reports on an annual basis.



Transdev recognizes our obligation to conform to FTA requirements regarding non-financial reporting, including operating miles and hours; safety; security; and maintenance information. We will provide trip sampling in conformance with the National Transit Database for paratransit services and use actual performance for demand response. Our sampling method is certified through an independent audit provided through Transdev.

b) If applicable, submit NTD annual reports for other clients with similar size bus operations to demonstrate familiarity with NTD reporting.

Included in the Appendix section is a copy of an NTD report from a similar contract.

c) Describe your firm's experience in dealing with the FTA and their rules and regulations in providing public paratransit service. Please provide the names and titles of specific persons in PROPOSER'S organization with working knowledge of FTA transit and paratransit regulations and their years of experience in this area.

As the largest private-sector, multi-modal provider of public transportation in the U.S. with many decades of experience, Transdev has extensive knowledge of the FTA and its paratransit rules and regulations., especially among our regional and corporate support teams, including Region Vice President Ron Bushman and his entire regional support team.

d) Described your firm's experience in dealing with IDOT DOAP and its rules and regulations. Provide the names and titles of specific persons within PROPOSERS organization with working knowledge of DOAP regulations and their years of experience in this area.

Throughout our company, Transdev works with clients to acquire grants administrated through various types of federal and state programs. We understand that the City's goal is to develop the transit system and, through a state financial assistance program, provide passengers with improved transit options.

The IDOT Downstate Operating Assistance Program (DOAP) provides such funding and requires the admission of grant applications, the execution of grant agreements and assurance that our local team will comply with all regulations associated with the awarded monies.

Our proposed General Manager Mellissa Ohrwall brings an extensive background in public transportation – specifically in the City of Dekalb – as well as in-depth knowledge of the FTA. In partnership with our regional staff, she will support the City in the completion of grant applications and subsequent management of awarded funding.



e) Describe your firm’s experience in participating in a DOAP review.

Transdev is familiar with DOAP reviews through our current contract with the City. In addition, the majority of Transdev’s projects are federally funded and our corporate management team is experienced in supporting our clients with local, state and federal reviews.

f) Describe your experience with State of Illinois Grant Accountability and Transparency Act (GATA)

Transdev understands the vision, purpose, and implementation plan for the State’s Grant Accountability Transparency Act (GATA). While our local team does not have GATA-specific experience, we understand that the goal of this program is to optimize public resources and improve the performance outcome on projects where these grants are applied. This type of program is common among the many transit systems we operate and manage.

Of benefit to the City is Transdev’s North American office which is located in Lombard, IL, less than 50 miles from DeKalb. This provides our local team with exceptional regional support as well as access to our corporate staff to provide assistance in managing GATA funds.

g) Describe your firm’s experience in participating in FTA Triennial Reviews. Provide the names and titles of specific persons in your firm who have been involved with Triennial Reviews. Submit the FTA findings on all reviews performed in which the firm was involved that will have employees in this contract.

Our corporate and regional management teams bring extensive experience participating with our clients in FTA Triennial Reviews as most of our projects are federally funded. Our project teams conduct triennial sampling and collect data needed during FTA triennial reviews.

Transdev supports our clients during their annual FTA Drug and Alcohol reviews and triennial reviews by preparing report documentation and assisting during the interview process. This has included the development of any response to findings that have been identified during past.

General Manager Melissa Ohrwall will coordinate with the City during the triennial review process, including report review, site visit, and any follow-up required for outstanding issues. She will work with all other departments to obtain the information required to complete a successful triennial review. Melissa has a strong background in USDOT regulations and has completed triennial reviews in partnership with clients.

7) PROPOSER will provide a proposed schedule of liquidated damages for operating and maintenance problems.

Transdev proposes the following schedule of liquidated damages. It is based on similar standards for our fixed-route contract with the City, combined with our experience operating paratransit systems of similar size and scope.

Category	Amount Per Incident
Vehicle Cleanliness	\$25.00
Service Failures	\$50.00
Repeat Vehicle Maintenance Problems	\$75.00
Vehicle Out of Fuel	\$105.00
Missed Trips	\$50.00
Unreported Missed Trips	\$100.00

8) Discuss the training drivers receive to ensure compliance with FTA and IDOT regulations, including training on safety and security.

Transdev's employee training program is discussed in detail in *Section B. Organization & Staffing Plan #2*.

To ensure compliance with FTA and IDOT, during training all employees will be given information regarding FTA and IDOT regulations. This is delivered in classroom modules which include a final exam as an evaluation tool. The following table lists the training topics related specifically to FTA and IDOT Regulations.

TRAINING TOPICS RELATED TO FTA & IDOT REGULATIONS					
Topic Name	Topic Description	Delivery Type	Course Duration	Audience	Frequency
Federal Regulations/Hours of Service	Understanding behaviors hours of work allowed by federal regulations.	Classroom Training	45 mins.	1. Operators 2. Dispatchers/Ops. Dept. Employees 3. Road Supervisors 4. Trainers 5. Maintenance - Utility	Initial Training
Drug and Alcohol Policies and Procedures	The understanding the impact of the use of drugs and/or alcohol and how it can affect performance. Review of Company Policy.	Classroom Training	120 mins.	1. Operators 2. Dispatchers/Ops. Dept. Employees 3. Road Supervisors 4. Trainers 5. Maintenance - Utility	Initial Training
Wellness/Fatigue Management	Provide understanding to Operators regarding sleep disorders and fatigue. Review of the Fatigue Management Policy.	Classroom Training	60 mins.	1. Operators 2. Dispatchers/Ops. Dept. Employees 3. Road Supervisors 4. Trainers 5. Maintenance - Utility	Initial Training
Intro to ADA/Sensitivity/ADA Lifts, Ramps, & Securements	Procedures addressing the Operator's ability to safely and properly use the vehicle lift, ramp, and properly secure a mobility device.	Classroom Training	120 mins.	1. Operators 2. Dispatchers/Ops. Dept. Employees 3. Road Supervisors 4. Trainers 5. Maintenance - Utility	Initial Training
TSEPP-The Mark DVD/NTI Warning Signs DVD	Explain the Operator's role in making the transit system and their community safer. Describe how to inspect the bus for security issues. Identify signs of tampering on the vehicle. Describe what to look for when identifying suspicious people. Discuss how to identify suspicious packages and objects. Discuss what details to provide when reporting suspicious people and/or objects	Classroom Training	30 mins.	1. Operators 2. Dispatchers/Ops. Dept. Employees 3. Road Supervisors 4. Trainers 5. Maintenance - Utility	Initial Training
Workplace Violence	Explain the employee's role in understanding workplace violence, WPV prevention and reporting.	Classroom Training	30 mins.	1. Operators 2. Dispatchers/Ops. Dept. Employees 3. Road Supervisors 4. Trainers 5. Maintenance - Utility	Initial Training
SSEPP Topics (Emergency Plans/Fire Prevention/Severe Weather)	Review of location specific emergency plans.	Classroom Training	2 hrs.	All Employees	Annually

9) Provide information on audits of FTA Drug and Alcohol testing programs; FTA Triennial Review findings and resolution; State (Illinois or other) performance or management audits, National Transportation Safety Board (NTSB) investigations, Department of Justice (DOJ) investigations, Equal Employment Opportunity Commission (EEOC) findings. If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the FTA, NTSB, DOJ, EEOC, or any other federal or state transit, transportation or regulatory agency within the last five years, describe and detail such finding or action.

Transdev's Drug and Alcohol testing programs are fully compliant with FTA and have consistently passed any related audits. As previously noted, Transdev provides assistance to our client agencies with Triennial reviews, including providing data and helping to resolve any findings.

As a large company operating multiple modes of transportation pursuant to hundreds of contracts throughout North America, we are subject to many different types of audits from state and federal agencies. We have always fully complied and cooperated with any audit or investigation to resolve them quickly and to the satisfaction of all parties involved.

10) The PROPOSER may submit additional information that will add value to the contract that will distinguish their proposal from other competitive proposals.

Transdev has extensive experience using Ecolane dispatching and scheduling software, and we are considered an Ecolane superuser. This status affords us special pricing, which we pass on to our customers. Also, we have Ecolane experts on staff, so there is no wait time associated with reaching out to the provider for technical support, parameter changes, and module integration.



II.

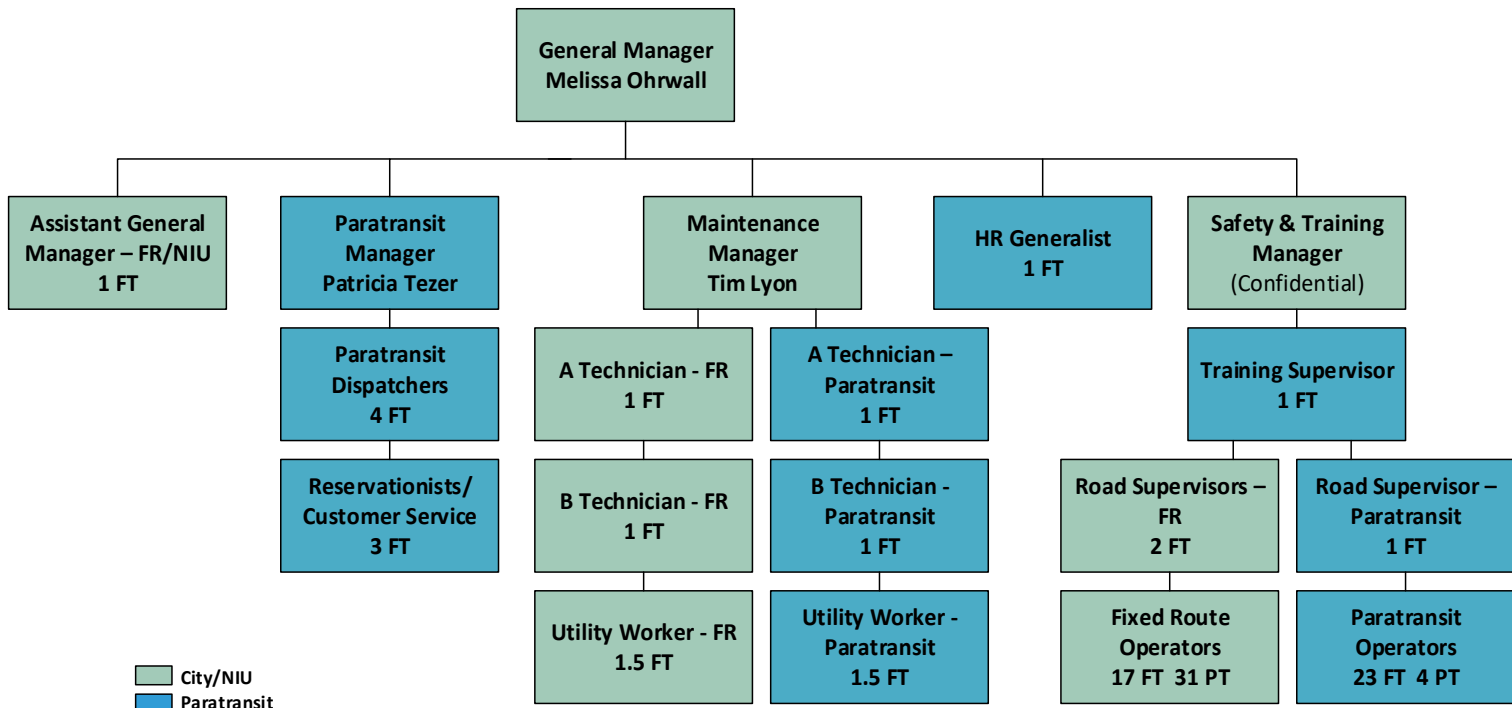
ORGANIZATION AND STAFFING PLAN

II. ORGANIZATION AND STAFFING PLAN



II. Organization and Staffing Plan

1) Provide an organizational chart and staffing plan that includes the following:



a) Provide name(s) and resumes of the proposed General Manager and all key personnel that will be assigned to the Urban paratransit and deviated fixed route services. Please include General Manager, Operation Manager(s), Maintenance Manager, Road Supervisors, Safety & Training Manager, and Dispatch staff. The ability of these specified key personnel to respond immediately to issues relating to the service herein is a requirement of this RFP. The PROPOSER should demonstrate how this will be ensured and should indicate the percent of time each individual is dedicated to the urban paratransit service and other non-urban paratransit services, if applicable such as rural transit, school bus, charter, other transportation service or services.

General Manager Mellissa Ohrwall

When we sought a General Manager for the City's paratransit services, we wanted someone with proven managerial experience, strong customer and employee relations skills, and experience with overseeing transit in the City of DeKalb. It was important that we bring in an individual from within the Transdev organization who can quickly access the resources of our company, has established working relationships with the regional and corporate staff, and is capable of getting the job done. We wanted a hands-on manager with demonstrated leadership skills who has overseen service transitions. We found these qualities in Melissa Ohrwall.



Melissa has 10 years of experience with overseeing transit in DeKalb through her current position of General Manager of our fixed route services there and prior position as Operations Manager for our Northern Illinois University (NIU) Huskie Line services.

Melissa also served as the Safety and Training Manager for the Huskie Line, ensuring that Operators were trained proficiently both behind the wheel and in the classroom. Her knowledge of the service, the team and evolving transportation demands gives her the ability to assist the management team in determining and implementing new training initiatives.

Melissa is currently pursuing a bachelor's degree in Operations Management and Information Systems at NIU and holds an Associate of Science from Kishwaukee College.

Melissa began her transit career as an Operator for the NIU Huskie Lines, providing her with hands on, comprehensive experience in transit operations in the region

Paratransit Manager Patricia Tezer

In seeking a strong Paratransit Manager, we looked for an individual with hands-on paratransit and management experience and a strong background in maximizing paratransit scheduling and dispatching software. The focus of the Paratransit Manager will be to develop a strong operations staff, help our team operate safely, manage all operations efficiently and effectively, and confirm that employees are fit for duty. The Paratransit Manager is both a leader and a mentor to employees and has the sensitivity to enforce rules in a firm, yet constructive manner. We are pleased to propose Patricia “Trish” Tezer for this role.



Trish currently serves as the Assistant General Manager for our paratransit operation at Valley Metro in Phoenix, AZ since 2019. Before this, Trish served as Transdev’s Assistant General Manager/Operations Manager for Las Vegas paratransit operation. She managed 525 Operators providing service with a fleet of 340 vehicles., Her team successfully scheduled and delivered an average of 4,500 passenger trips each weekday. Trish played an active part in the ongoing recruitment efforts and made a point to meet with each new class of Operators on Day One of training to ensure they understand their role and the services that are provided in Las Vegas. She worked with various departments to implement service changes, promote conversations regarding challenges and solutions, and develop relationships with area agencies

Trish brings an impressive 30-year career in passenger transportation and extensive knowledge of paratransit services to DeKalb.

Prior to this, Trish was our General Manager in Perris, California, where she was responsible for Riverside County’s ADA paratransit and Dial-A-Ride services, delivering more than 1,500 passenger trips daily.

Trish started her career with Sun Van paratransit services in Tucson, AZ, a system she was a part of for two decades. Her background also includes managing paratransit contracts in Melrose Park, IL, and Greensboro, NC.

Maintenance Manager Tim Lyon

Protecting the assets of our customers and keeping them in a state of good repair is an incredible responsibility. In searching for the right Maintenance Manager, we wanted an individual with a strong technical background and experience in overseeing a maintenance shop in the DeKalb operating environment. Tim Lyon is that candidate.

Tim began his career with us as a Utility Worker in 1974, progressively increasing his responsibilities; he has served in his current role as Maintenance Manager for nearly 30 years. Throughout his tenure, Tim has enjoyed developing the skills of his team members. His background enables him to advise the team and implement alternative approaches to training and task completion to increase their skills, and ultimately, the efficiency of the maintenance department.



Tim's team uses the RTA Maintenance Management Information System and Tim is responsible for tracking maintenance records to proactively complete repairs, controlling inventory, and selecting vehicles for random quality checks. Tim's commitment to safety and quality is evident in his many accomplishments on this project and awards received, including:

- 6,530 days without a lost time injury
- 44 years without an accident caused by a mechanical failure
- Safety Recognition Award
- Environmental Performance Award
- Zero Accidents Award for an Accident Free Shop
- Safety Culture Award

For over 40 years, Tim has diligently maintained the vehicles that deliver public transportation services for our NIU Huskie Line services; in all this time this fleets have never had an accident caused by mechanical failure.

Safety and Training Manager (Confidential)

Safety is everyone's responsibility but managing these efforts and motivating employees to live safety at all times are the Safety and Training Manager's focus. When we began looking for a candidate for this critical position, we wanted someone who had experience with transit safety; a strong operational background; and works equally well with senior managers and front-line employees. Our proposed Safety and Training Manager, being submitted confidentially, has all these qualities.

Transdev's proposed Safety and Training Manager brings more than five years of experience in transportation. They currently oversee quality for a paratransit transportation provider, where they collect and analyze data to generate management and quality control reports. They also create and implement safety training programs for current and new employees and coordinate random drug tests for employees. This individual performs driving safety checks and ride-alongs to assess Operator performance and assists with dispatching or driving routes as needed. Also, they act as Operations Manager as needed, overseeing roughly 50 employees.

Prior to their current position, the Safety and Training Manager was an Operator for two years. They safely delivered passengers in all weather conditions, performed pre-trip and post-trip procedures on assigned vehicles, and ensured compliance with and adherence to all applicable local, state, and federal regulations.

The Safety and Training Manager has bachelor's degree from Northern Illinois University and holds multiple transportation certifications.

Staffing Table

The following table describes the proposed paratransit service staff and their tasks. In an effort to be transparent, following the below table, we have provided another table that shows how we plan to balance the overall staffing of our location for all three services (City Fixed Route, NIU and Paratransit), to show the allocation of costs between the two contracts.

Paratransit Service

Name	Position Description
General Manager	Responsible for oversight of the entire transit program, including all staff and their successful performance on this contract. Serves as a liaison with the City and attends meetings with staff, agencies, and other organizations.
Paratransit Manager	Responsible for overall management of the paratransit operations. Ensure the operation is appropriately staffed to meet fluctuating request levels and adjusts staffing as necessary. Supervises staff, prepares and submits required system data and reports, and ensures that passengers receive exceptional service.
Maintenance Manager	Oversees vehicle maintenance and fleet management for all vehicles. Responsible for working with all maintenance personnel to ensure compliance with legal, contractual, and corporate vehicle maintenance and servicing requirements.
Safety and Training Manager	Responsible for ensuring that Transdev's local team follows safety, training and risk management policies and procedures. Implements safety and training programs, drug and alcohol program, oversees training for all new employees, implements all background screening and substance abuse testing procedures, and creates the employee safety and training files.
HR Generalist	Responsible for overseeing a wide range of administrative functions, including hiring practices, EEOC compliance, personnel record retention, and audit functions. Supports functions in payroll, accounts payable/receivable, maintains vendor files and chart of accounts, manages data entry, the monthly closing process, reconciliation of balances within the program and capitalization of assets.
Road Supervisor	Responsible for maintaining the performance of service and will attend to all day-to-day issues regarding routes, customers, vehicles, and Operators. Ensures timely performance standards as maintained, makes recommendations for route adjustments, and ensures safe driving behavior.
Training Supervisor	Conducts classroom training and retraining activities for Operators. Reviews onboard recordings to identify retraining needs and Operator trends. Ensures training content is

Name	Position Description
	accurate and maintains employee records. Report to the Safety and Training Manager.
Dispatcher	Assigns Extraboard Operators as needed. Performs fitness for duty checks. Assigns vehicles. Responds to Operators inquiries, requests, and emergencies.
Customer Service Representative	Provides customer service through the dissemination of information via telephone inquiries, handles reservations/cancellations and negotiates trips for clients. Inputs client/service data into computer base and generates reports. Supports Dispatchers. Receives and records customer complaints/compliments, monitors system radios back up support for dispatch, contacts clients regarding changes in scheduling of trips, and communicates client needs and requirements to Dispatcher.
Operators	Responsible for transporting passengers safely and courteously. Safely operates assigned vehicle in all types of weather, traffic, and road conditions. Provides courteous and appropriate assistance to all passengers. Performs pre-trip and post-trip inspections.
A Mechanic	Performs transit vehicle maintenance compliant with Transdev and manufacturer standards. Inspects, diagnoses, services and/or repairs assigned transit vehicles and related mechanical equipment. Ensures accurate upgrades and/or modifications on vehicle systems and assist with road calls and on-the-road repairs as needed.
B Mechanic	Completes transit vehicle maintenance that is compliant with Transdev and customer standards. Ensures accurate upgrades and/or modifications on technical systems. Responds to road calls and on-the-road repairs as needed. Works with closely with A Mechanic to mentor team members.
Utility Worker	Ensures the fleet is clean and safe for passengers. Cleans, washes, and fuels the vehicles. Maneuvers and parks vehicles as required.

Staffing for All Three Services (City Fixed Route, NIU and Paratransit)

Position	City/NIU	Paratransit
General Manager	1	
AGM Fixed Route/NIU	1	
Paratransit Manager		1
Paratransit Dispatchers		4
Paratransit CSRs		3
HR Generalist		1
Maintenance Manager	1	
A Level Mechanic	1	1
B Level Mechanic	1	2
Utility Worker	1.5	1.5
Safety and Training Mgr	1	
Training Supervisor		1
Road Supervisor	2	1
Full Time Operators	17	23
Part Time Operators	31	4

Corporate and Regional Support

While it is the responsibility of the on-site General Manager to deliver the commitments of our contract, Transdev's system of checks and balances ensures accountability in meeting and exceeding the expectations of our customers and clients.

Transdev has an established oversight and support team of senior managers that will ensure BJC's expectations are met, our procedures are being followed, and overall performance is within the standards established by the contract, laws, and Transdev's internal policies.

Transdev's corporate and regional support staff will have regular teleconferences with our local team to review performance and challenges and receive hiring and recruiting updates. Regional Vice President Ron Bushman and the regional team will continue to work with our local team to determine strategies for service improvement.



Regional Vice President Ron Bushman

As the Regional Vice President, Ron will ensure our team has the resources they need to meet and exceed performance standards. He will serve as the liaison between the City and Transdev and will be on-site regularly and during the transition phase and beyond. In addition to frequent on-site visits throughout the contract term, Ron will meet with City staff to present Quarterly Reviews to discuss our performance and identify positive or negative trends, as well as solutions to address them. Ron will also introduce new initiatives from the Company that will benefit the location.



With nearly 30 years of transportation management and operations experience, Ron has worked in both the public and private sectors and has provided executive management for several transit systems that are similar in scope to DeKalb's services. Ron has very strong transit credentials, having started his career as a Bus Operator and Trainer at Utah State University and has served in positions of progressive responsibility ever since. Several the systems that Ron has led have been recognized for superior performance, customer service and community programs. His well-rounded experience includes business development, risk management, labor negotiations and operations management.

Area Vice President Rafeh Haider



Rafeh will work with the local team to ensure the City is receiving the necessary corporate support to meet contractual commitments. He will be on-site during the transition and will serve as an operational resource to assist with any challenges the local team may encounter

Rafeh has over 30 years of experience in the transportation industry. He previously served as the General Manager for our former King County (WA) operation and has extensive knowledge of ADA paratransit regulations. Rafeh has led three successful start-ups in King County (1996, 2001, and 2008), increasing the scope of the operation from 45 employees to 275 employees over a 16-year period. He has also worked on paratransit projects for Livermore Amador Valley Transit Authority (CA), Maryland Transit Administration (MD), Washington Metropolitan Area Transit Authority/WMATA (DC), Fulton County (GA), and Valley Metro Paratransit (AZ).

National Maintenance Manager Ed Remly

Ed will be responsible for Transdev's fleet and facility transition during the start-up of this contract and will offer ongoing, as-needed support to the local team and the City.

We recognize that the delivery of high-quality routine maintenance minimizes the need for more frequent and more costly heavy maintenance. Ed has 20 years of experience in maintenance, including 13 years in maintenance management. He oversees vehicle maintenance and fleet management for over 600 CNG, diesel, hybrid, electric, and gasoline-powered buses, vans, and cars.



He is responsible for working with local maintenance personnel to ensure compliance with legal, contractual, and corporate vehicle maintenance and servicing requirements.

Regional Safety Director Matt Weinberg

Matt will provide our local safety team with safety, training, and environmental programs oversight. He will perform audit and ensure regulatory compliance. In addition, he will support the Safety and Training Manager in developing the PTASP.



Matt is responsible for safety, training, environmental programs, processes, and compliance at Transdev. He will assist the local team with safety education, training, accident investigations, on-site safety support, and ensures compliance with safety requirements and regulations. He will also conduct an annual safety audit of the location. Matt provides high quality and compliant safety and security programs, meeting Transdev's standards, clients' expectations, and all regulations.

With over 17 years of experience in the transportation industry, Scott provides comprehensive direction and oversight involving Safety, Security, and Operations related tasks and ensures compliance for all employees.

Matt began his career in transit operations. Over the years, he has held various positions with greater responsibility with multiple transportation organizations. He is a seasoned transit safety professional with a record of excellence in both paratransit and fixed route operations. Matt is a graduate of Northern Illinois University.

Regional Human Resources Director Marrett McLeod

Marrett will bring corporate personnel initiatives to our operation, assist with recruitment and retention efforts reflecting our best practices, audit personnel records to ensure legal compliance, and assist in personnel matters.



Marrett's career at Transdev began as an intern in the Human Resources department for Denver's fixed-route contract in 2011, she quickly progressed in responsibilities to serve as the location's HR Manager. She is an invaluable business partner -- bringing business acumen, industry knowledge, and extensive understanding of employment law, employee relations, and organizational development. Her love for learning, passion for helping others, and desire to see others succeed have enabled her to be a true resource for those she works with.

Marrett holds a Bachelor of Science from Metropolitan State University of Denver, and is completing her Master of Legal Studies degree, with a concentration in Human Resources, from the University of Denver's Sturm College of Law.

b) For the resumes provided for the positions above, please include evidence of demonstrated experience with paratransit services and maintenance equipment that the PROPOSER will operate.

Resumes of the key personnel have been provided in the Appendix.

c) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations. Wages and compensation details to be included in the separate price proposal form for operators, dispatch and reservation personnel. Refer to Price Proposal, page 9, Tables 2 & 3.

The following table shows which staff are dedicated to the paratransit contract, and which staff are providing additional oversight from our other contract team.

Job Title	Number of Employees in Position FT / PT	Percentage of Time Dedicated to Paratransit Services
General Manager	1 FT	10%
Paratransit Manager	1 FT	100%
Maintenance Manager	1 FT	10%
Safety and Training Manager	1 FT	10%
HR Generalist	1 FT	100%
Road Supervisor	1 FT	100%
Training Supervisor	1 FT	100%
Dispatchers	4 FT	100%
Customer Service Representatives	3 FT	100%
Operators	23 FT / 4 PT	100%
A Technician	1 FT	100%
B Technician	1 FT	100%
Utility Workers	1 FT / 1PT	100%

d) PROPOSER may submit a format for hours, miles, square feet, labor time, or other similar criteria that separates urban paratransit service from other services. PROPOSER shall submit the frequency of adjusting the criteria used (monthly, quarterly, yearly) based on changes in paratransit service or the other services provided that are not funded in this contract. PROPOSER will submit monthly reports on the agreed criteria and billing shall reflect only those costs directly attributable to the urbanized paratransit and deviated fixed route service.

Transdev proposes to separate DeKalb's paratransit service from other services through proper reporting to the City. This will be done through monthly reports to include passenger counts, revenue miles, revenue hours, service days, daily average trips, miles traveled, daily average miles, average miles per trip, advanced cancel, no show/late cancel, longest trip by hours, average trip per hour, productivity, and on-time performance.

As we will be implementing a new software for dispatch and reservations, and tracking data for these services in real time, Transdev would like to discuss with the City a period of six months to track and record system data from the start of services under the new contract. Then both Transdev and the City can sit down, review the actual service data from service delivered, and then set the appropriate standards for performance for the contract going forward.

e) Describe how you will guarantee that the proposed management will remain in place for at least two years. Failure to retain the management team will require liquidated damages. Explain how you have resolved this issue in other contracts.

Transdev guarantees the proposed management team will remain in place for at least two years. Upon award, a letter of commitment will be signed by each member of our proposed team. If a condition calls for an employee to be removed, Transdev will work with our Talent Acquisition team and the agency to refill the position with a replacement that meets the approval of the City. If Transdev removes the proposed managers without the City's approval, we agree to a penalty of one year's wages for the manager that was removed without permission. We have made similar arrangements with clients in the past to ensure comfort with the proposed leadership at a location.

f) Describe your planned ratio of full time to part time drivers

We plan to use approximately 23 full time Operators and 4 part time Operators, for a ratio of approximately six to one, full time to part time respectively.

g) Describe the average weekly revenue-hours planned for part time drivers

Part time Operators will average 24 hours in revenue service per week.

h) Describe the average yearly turnover rate at similar systems that you manage

We have selected turnover rates from our similar services to the City of DeKalb's paratransit system, described above in *Section I. Firm Qualifications #5*.

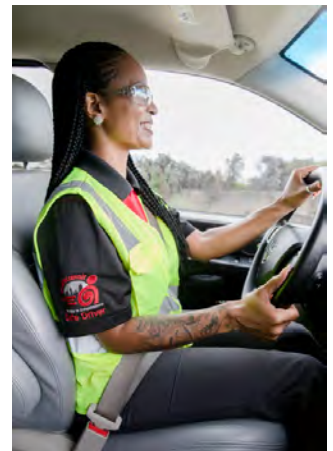
Project	Services	Turnover Rate
Central Contra Costa Transit Agency County Connection Concord, CA	Multimode	5%
Mountain Metropolitan Transit (MMT) Colorado Springs, CO	Paratransit	15.8%
Texoma Paratransit Service (TAPS) Gainesville, TX	Paratransit	29%
Yolo County Transportation District Woodland, CA	Multimode	30%
Denver Regional Transportation District (RTD) Denver, CO	Paratransit	31.8%

i) Describe how you will control driver turnover in this contract

Transdev understands that our employees are our most valuable asset. To that end, we take every measure to ensure that we do not lose a good employee. We also understand that unforeseen events occur, such as accidents and family-related events, that may result in employees leaving the organization. Predicting turnover is difficult, but with the implementation of a strong compensation and employee incentive program and by providing our employees the opportunity to grow within Transdev, we can reduce our overall turnover rate.

As mentioned earlier, retention has a strong correlation to many of the element of the overall operational plan. We are confident that our approach and experience in dealing with Operator retention in many areas of the country will ensure our success in DeKalb. Transdev has developed several employee incentive programs to recognize excellent employee performance and motivate personnel to continuously improve performance. Included below are programs that we may implement for the DeKalb paratransit program.

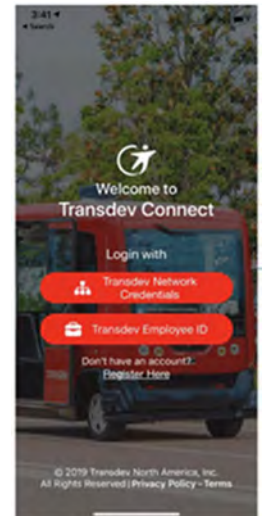
- **Competitive wages and benefits** – Our proposal includes adequate wages to recruit and retain a qualified team. We offer a robust benefit package, including vacation, sick leave, health care, short term disability, life insurance, and vision and dental care. These benefits increase with seniority to recognize the importance placed on retaining experienced team members.



- **Safe Operator Incentive** – Transdev will use Drive Cam events and any coaching incidents that results in retraining when determining eligibility for this bonus. Operators will receive \$0.35 per hour for each 90-day period worked with no safety infractions.

- **Transdev Connect – Focusing on Quality of Life for Employees** – One of the most effective ways to improve an Operator's quality of life is by improving his or her work schedule. Our Transdev Connect app also helps Operators maintain their work/life balance. Operators use the app to contact other Operators and swap schedules when scheduling conflicts arise. This reduces the negative impact on service that can result from Operator shortages by facilitating instant communication between employees and Supervisors and sending automated system updates and informational alerts. Through push notifications, Transdev Connect alerts Operators to shift start times the night before service and enables regular communication amongst the entire team regarding shift changes and time-off management.

Implementing this feature in other locations has improved efficiency in the dispatch office, reduced call-offs, and improved operating performance through increased communication and more efficient shift management. Further, this tool allows Operators to have more control over their schedules and improves work-life balance.



- **Employee of the Month** – We award Operator of the Month and Employee of the Month each month. Each winner receives a \$150 check and is recognized in front of his or her peers.
- **Employee of the Year** – Transdev recognizes an outstanding individual with an Employee of the Year award. Throughout the year, employees will earn points based on their performance related to safety, attendance, operational excellence, and customer satisfaction. The employee with the most points receives the award along with a plaque, cash gift, and a picture on the wall. This award generates friendly competition and focuses employees on continuous improvement.
- **Employee Appreciation Events** – Transdev conducts several employee appreciation events each year, including barbeques, breakfasts, and ice cream socials.
- **TOP Challenge** – The Team On-Time Performance Challenge lets employees compete to improve schedule adherence for prizes.
- **Step Up Program** – Transdev offers all employees the opportunity to improve their position, increase their skills and knowledge, and gain additional experience to improve their careers. We encourage employees to apply and interview for positions for which they are qualified and would like to pursue. Under the Step-Up program, employees who qualify will be interviewed regarding their skills and aspirations within the location or even on a larger scale with Transdev elsewhere. Successful interviewees will be selected for the program and provided with an orientation and scheduled training for their desired role(s) and assigned to a senior supervisor as a mentor.



Upon completion of the training, the individual is tested on knowledge gained and once a satisfactory score is achieved, the individual is eligible to fill-in for their desired role, on an as needed basis which helps ensure retention of the skills learned and further their knowledge. When opportunities for promotion come available, Step-Up candidates are given priority for the promotion.

- **Mechanic ASE Certification Incentive** – Transdev has been actively promoting participation in the Automotive Service Excellence (ASE) Certification Program and reimburses employees for the successful completion, paying the enrollment fee and the test fees for these certification exams. We offer \$100 to our Mechanics to earn each ASE Certification, for a total potential bonus of \$2,000 each year.



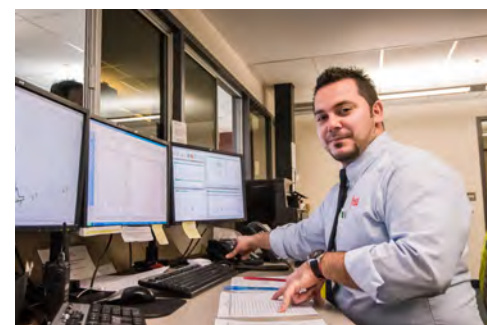
- **Employee Wellness Program** – Our managers encourage awareness of issues that impact health with a goal of reducing healthcare costs. Transdev has a variety of wellness programs that are employed globally, and we will customize the program for the City of DeKalb. Transdev will also encourage our team to create contests to encourage healthier living, including ideas like walking contests, weight loss competitions, community walkathons, hiking, or biking clubs.



- **MyHealth** – We will implement our MyHealth program to meet our overall wellness benchmarks. Program highlights include support for going tobacco-free, providing healthy vending options, implementing team-based care, offering a meditation app, and supporting a worksite fitness program. Transdev employees participating in MyHealth earn points for completing various healthy lifestyle activities, including online educational assessments, preventive screenings, and fitness activities. Points accumulated can be redeemed for rewards. The more members engage in MyHealth, the more points they can earn. We take our employee's health and wellness seriously and are implementing the MyHealth program at several locations with plans to expand to all Transdev locations

j) Describe scheduling procedures for supervisors and dispatchers.

Even the best technologies are only as good as the people who use them. Transdev has tremendous experience and a close partnership with Ecolane. We use Ecolane at several of our locations to perform virtually every aspect of paratransit planning, scheduling, dispatch, operations, and customer service. Transdev is considered an Ecolane superuser, and this status provides us with direct access to the newest and most innovative features available on the platform. Based on our extensive use of Ecolane, we are experts with the many parameters that will help ensure trips are on time, not excessively long, and that passengers are not dropped off too early.



Ecolane Reservation, Scheduling, and Dispatch Plan

Transdev will use Ecolane Reservation, Scheduling, and Dispatch (RSD) software to automate reservations, scheduling, dispatching, and routing. We have used this system in similar operations for more than five years and increased productivity and accuracy and decreased program costs.

Across our paratransit operations, the system's automated features have increased productivity dramatically. Because it streamlines our process and leaves less room for human error, we have also dramatically reduced complaints when transitioning programs from other contractors that used different software.

Transdev's IT team will customize the back-end settings in Ecolane by creating:

- **Business Rules** – We will program the City's unique policies and program rules for eligible passengers into Ecolane. These rules will guide gatekeeping and Ecolane's automated compliance checks (eligibility, service area, etc.).
- **Real Time Eligibility Data Exchange** – Ecolane will be integrated to import eligibility files in real time.
- **Qualified Providers** – Transdev will enter service area and vehicle information into the system. With these steps completed, our system will automate the following actions:
 - o Verify the passenger's eligibility for service
 - o Confirm the trip is within the service parameters

One-Call Customer Service Process

When reservation calls come in, customers will hear general information about the program and a list of queues to select their call reason. If the caller opts to schedule a trip with a Customer Service Representative (CSR), the system will first attempt to identify the passenger based on their phone number and relay this information to Ecolane.

A CSR will receive a "whisper" notification, which will prompt them to follow the approved script for a new reservation. The CSR will open with a greeting, like: *"Thank you for calling Transdev, this is _____. May I have your date of birth please?"* After greeting the caller, the CSR will follow the call flow, gathering information about the caller and the trip, including the dates, times, and pick-up and drop-off locations.



Ecolane will also use this data to evaluate the passenger's eligibility status and confirm the service is covered. If the request is valid, the system will advance to the next phase of the reservation process.

If the request is invalid, the CSR will verbally deny the request, giving the caller the reason for the denial. If a passenger is denied due to eligibility, and they insist they are eligible, the CSR will contact the City for additional information.

Scheduling Random Trips

Ecolane streamlines the trip reservation process and allows CSRs to capture consumer needs for their random or subscription trips. On the Reservation Screen the CSR captures the following information about the passengers:

- Pick-up and drop-off times and locations (map view available)

- Additional passengers, including an escort, attendant, or other companion
- Trip purpose
- Mobility devices
- Vehicle mode requirements (for example, wheelchair lift)
- Language preferences
- Any notes needed for the Operator
- If the passenger has visited the same destination in the past, much of this information will autofill to streamline the reservation process.

CSR can designate a contact method to send the appointment reminders, including text messaging on the night before or day of service. Once a trip is entered, we will verify the information with the passenger and schedule a return trip if needed.

Scheduling Subscription Trips

If the passenger requires multiple trips, we can set up subscription trips. In Ecolane's Subscription Tab, CSRs can edit, cancel, or create a new subscription.

CSRs will follow the normal protocol to schedule a random trip, then designate the days of the week trips should recur. If trips recur on a specific day each month, the CSR can designate the days of the month that trips should run. Once this information is entered, the CSR can denote the time for which subscription trips are authorized.

At the close of entry, a confirmation screen will appear with a review of the subscription data, and CSR will have the option to automatically schedule return subscription trips:

k) Identify any subcontractor, consultant, or corporate staff personnel, if any, who will be helping to fulfill Agreement obligations and the services they will be providing. The proposal shall certify that all subcontracted firms shall agree to comply with all FTA and IDOT rules and regulations that apply to provide the services applicable to this agreement.

Transdev does not intend to use any subcontractors for this contract. However, we will use CAPP Uniform Services, Inc., a certified DBE/SBE vendor, to provide uniforms for DeKalb employees. Transdev will work with CAPP to outfit our employees and present and preserve a good impression on our customers.



l) Identify Disadvantaged Business Enterprise (DBE) firms the PROPOSER intends to subcontract with to meet the required DBE Goals.

It is Transdev's intent to operate all DeKalb services directly using our own employee Operators and support and management personnel.

2) The CITY retains the right to review PROPOSER's personnel policies and the list of personnel assigned to the CITY's contract. Proposed changes in key personnel incumbents shall be subject to review and approval by CITY.

Transdev acknowledges and understands that the City retains the right to review Transdev's personnel policies and list of personnel assigned to the City's contract. Proposed changes in key personnel incumbents will be subject to review and approval by City.

a.) The CITY may require that any driver be removed from transporting City customers for unprofessional behavior, excessive complaints, rudeness, or other inappropriate behavior or appearance.

Transdev agrees and understands that the City may require any Operator to be removed for unprofessional behavior, excessive complaints, rudeness, or other inappropriate behavior or appearance. We strive to deliver a superior passenger experience, and we appreciate that our employees, especially Operators and CSRs, are representatives and ambassadors of our customers. We take a comprehensive approach to filling our customer-facing employees with the right people, from candidate selection and hiring to continuous training and reinforcement to technology tools to improve performance, communication, and safety.



3) PROPOSER Dispatch personnel are to be available on a daily basis. The Contractor shall ensure that dispatch staff remains on-duty from 30 minutes prior to the time the first vehicle leaves the facility and until the last vehicle returns to the facility.

Transdev's Dispatch personnel will be available on a daily basis and will remain on-duty from 30 minutes prior to the time the first vehicle leaves the facility until the last vehicle returns to the facility.

The following table is a schedule for our proposed Dispatchers:

Dispatcher Schedule Detail							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Dispatch #1	Off	06:00 - 17:00	06:00 - 17:00	06:00 - 17:00	06:00 - 17:00	Off	Off
Dispatch #2	Off	16:30 - 01:00	16:30 - 01:00	16:30 - 01:00	16:30 - 01:00	16:30 - 01:00	Off
Dispatch #3	06:00-17:00	Off	Off	Off	07:00 - 11:00	06:00 - 17:00	06:00 - 17:00
Dispatch #4	16:30 - 01:00	07:00 - 11:00	07:00 - 11:00	07:00 - 11:00	Off	Off	16:30 - 01:00

4) PROPOSER will explain how it will communicate with Limited English Proficiency customers and how Proposer will schedule rides. Expense of communicating with non-English speakers will be included in proposal.

If the CSR receives a call from a non-English speaking client, they will first attempt is to use in-house bilingual CSRs, if applicable, and transfer the call.

If none of the on-staff CSRs can provide interpretation services, the CSRs will use Language Line Services to complete the call. To use this service:

- CSR dials 1-888-808-9008
- Enters PIN Number [Proprietary]
- CSR speaks the name of desired language
- CSR will be directly connected to an interpreter
- Proceed through normal call intake procedure through the interpreter



5) PROPOSER shall explain how it will communicate phone reservation service with hearing impaired customers including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD must be compliant with the ADA regulations.

Transdev is familiar with the requirement to provide disability and language-based accommodations and will ensure that the communication and language needs of all customers are addressed and are consistent with the obligation under Title VI of the Civil Rights Act of 1964 and its Language Access Plan for limited English proficient customers. Transdev will also provide use of a TTY device or relay service to those recipients who may require their use, at no cost.

6) The PROPOSER may submit additional information that will add value to the contract and their organization and staffing plan that will distinguish their proposal from other competitive proposals.

Transdev's proposal for providing the City of DeKalb's paratransit services includes several value-add offerings.

- **Knowledge of the Local Community –** Our existing team brings local knowledge of the community, roads, neighborhoods, traffic patterns, holiday celebrations, and weather. General Manager Melissa Ohrwall and her experienced team will offer consistency of service and a consolidated management approach to the City's full complement of transportation services.



- **Leveraging our Existing Operations and Facility** – By co-locating the City's paratransit services with our operation and facility for the City's fixed route and NIU services, we can offer cost savings, a smooth transition, and redundancies in coverage, such as Dispatcher or Supervisor backups.
- **Passenger Access to Self-Managing Rides** – Our Ecolane solution offers passengers a variety of ways to schedule, change, cancel, or check on the status of a ride; whether it is calling via telephone, using an app, or the self-service web portal. Passengers who are not able to use a Smartphone will experience the same level of customer service by booking by phone. Also, Ecolane includes an SMS text feature that provides real-time information about the estimated arrival time (based on AVL data from the vehicle) and the name of the arriving vehicle. A text message can be sent to passengers to relay trip status, including pick-up time.
- **Paratransit Management Expertise** – Proposed Paratransit Manager Trish Tezer brings more than three decades of paratransit management, scheduling and operations experience. She understands the nature of paratransit and how to deliver safe, efficient, and customer-focused service. Trish has a complete understanding of best practices across all functional areas and operations of paratransit service.

OPERATING METHODOLOGY



At the start of the transition period, it quickly became evident that Transdev had both the background and flexibility to swiftly adapt to the evolving needs of a new service startup. As the first community in the county to introduce a public fixed route transit system, we relied heavily upon Transdev's corporate communication which was comprehensive and frequent. Their team work approach was evident amongst local and regional staff and proved to be key to their ability to modify and implement project plans successfully.

**Mike Nunn**

Director, Transportation Department
City of Burlington, NC

III. Operating Methodology

1) Provide a hiring and training explanation that includes the following:
a) Description of hiring, training, and retraining programs for drivers and mechanics and certification processes including minimum hiring qualifications. Include a new-hire training program syllabus including time periods for each training element. Provide information on driver training procedures that will be used. Discuss how the training program will ensure compliance with FTA and IDOT regulations, including training on safety and security.

Recruiting and Hiring Process

Transdev considers our employees our internal customers. Without their talent and effort, we cannot serve our external customers. We promote fair hiring practices as we implement new strategies to attract and retain the best employees. Our regional Human Resources and local management teams adhere to all state and federal employment laws, and our Affirmative Action/ Equal Employment Opportunity Plan forms the foundation of our hiring practices and employment policies.

Following employment laws and best hiring practices is the minimum of what any respectable company should do. We go above and beyond these requirements and use a seven-step screening process that includes in-person interviews and skills testing.



The Transdev Standard

Our hiring and screening process is a series of filters that separate suitable and unsuitable candidates. The important factor in hiring is not whether candidates know how to do a specific job, rather it is whether they possess a possible attitude and are trainable. Our Operator training program provides the tools for new Operators to develop a meaningful and rewarding career and provide valuable services to the community.

Transdev has high standards for candidates, who must possess customer sensitivity and personal commitment. They must understand that seniors and individuals with disabilities have unique needs, have a level of integrity, and be safety conscious. We use a seven-step screening process to wade through qualified candidates and make hiring decisions.

To comply with legal requirements as established by the Fair Labor Standards Act (FLSA), the Civil Rights Act, and the Americans with Disabilities Act, we thoroughly define job duties and clearly communicate requirements of each position.

Transdev's Recruitment Process

Transdev recently started implementing expedited recruiting and onboarding processes, including having applicants submit quick self-videos, automating the scheduling of interview times, and providing same-day drug and alcohol testing. Further, we onboard larger groups of people at one time using different stations that we set up and track these steps closely with spreadsheets. We will use these new procedures for DeKalb's services if we need to quickly hire employees or quickly fill critical positions. We currently provide on-site drug testing every week for new hires at both locations.



Transdev hires employees who exhibit customer sensitivity, a positive attitude, and a commitment to safety. Due to the tight labor market and difficulty all transit companies are facing in recruiting quality Operators, we are partnering with Bayard, a full-service recruitment agency. Bayard assists us in job postings, job market analysis, employment consulting. The agency carefully monitors our career website multiple times a day and uses programmatic advertising and artificial intelligence along with dedicated employees to automatically post our jobs on various websites. Our internal marketing team along with Bayard has search engine optimization our postings appear to further attract talent to our openings.

We also use text messages to aid in recruiting by sending links to candidates to schedule interviews themselves, links to where to provide information for screenings, and automated interview reminders. Candidates may also text a keyword to a short code to complete an application. In addition, we use Indeed Easy Apply to simplify the process for job candidates. If a candidate's resume is in Indeed's resume database, a button will appear on our job posting, which will allow candidates to click a button to apply and bypass our login registration. Resume information is automatically imported to Transdev's application, and candidates fill out any remaining required fields that were not completed when transferred to our talent management tracking software, iCIMS.

Transdev also uses the following methods to recruit new employees:

- **Employee Referrals** – Many employees promote their current jobs with Transdev, and word of mouth attracts new hires.
- **Published Advertising** – We leverage multiple online job boards, such as CareerBuilder, ZipRecruiter, JobCase, Glassdoor, and Indeed. We post available positions on the Transdev website and industry-specific boards, such as Transit Talent.com. iCIMS, our applicant tracking system, is used to manage recruiting efforts and ensure regulatory compliance.
- **Veterans Outreach** – We post our positions on online veteran job boards, like the Armed Services Jobs, Save Our Veterans, and Veterans Job Bank. Local staff may attend job fairs and partner with the TAPS officer on military bases.
- **Job Fairs** – Our Human Resources team establishes relationships with local career agencies and attends local job fairs.

- **Developing Talent** – We develop our talent and promote from within. Many of our managers started their transit careers as Operators and were promoted because of their attitudes and abilities.

Transdev will meet all Operator requirements as outlined in the RFP and will seek candidates who possess strong customer service skills and prior transportation experience. We also prefer candidates who are familiar with the City and its service area.

Defining Hiring Requirements

We begin the employment selection process by defining the hiring requirements for employees. Our minimum standards for Operators are as follows:

- Must be able to read, write, and communicate effectively in English
- Must be at least 21 years of age and have a driving record of at least three years
- Must have a high school diploma or GED
- Must have complete employment history
- Must have a current driver's license of the class required for the operation of the vehicle they are assigned to drive, and must possess any and all other licenses, permits, and/or endorsements required by applicable federal, state, and local regulations
- Must possess a current DMV Medical Examiners Certificate or be able to pass a DOT physical
- Must have no homicide, manslaughter, or assault convictions associated with operations of a motor vehicle
- Must have no moving violations within the past 36 months, including but not limited to: failure to stop at the scene of an accident; driving with a revoked license; possession of opened alcoholic containers; or attempting to elude an officer
- May not have more than one preventable at-fault accident within the past 36 months
- Must be able to pass a DOT pre-employment drug screen in accordance with 49 CFR Part 655



An applicant will not be denied employment solely on the grounds of a conviction for a criminal offense. The type of offense, the date, and the relevance of the criminal conviction to the position applied will be considered in the employment decision. The following records of criminal convictions will be considered within the period permitted by applicable state law:

- Felonies and misdemeanors
- Drug possession or use

- Drug trafficking or manufacturing
- Crime of violence against another person(s)
- A pattern of illegal activities
- Sexual related offense
- Any other conviction that may present a safety or security risk

Any background check or application that shows a conviction must be referred to and approved by the Regional Human Resources Director before the applicant is hired.

In addition to these qualifications, we look for candidates who have strong customer service skills, a desire to be part of our team, and prior transportation and/or public transit experience. We also prefer candidates who are familiar with the City of DeKalb's transportation systems and service area.



Our Seven-Step Screening Process

We use a seven-step screening and hiring process for Operators.

1. Written application
2. In-person interviewing
3. Drug testing
4. Criminal background check
5. Driving record check
6. Reference check
7. Skills testing/training

Step 1: Written Application

All applicants are required to complete a written or online application, which details previous employment experience and education.

- We check all applications for completeness and accuracy and carefully screen the applications for work history and minimum requirements.
- We narrow the applicant field to those who meet job requirements and company standards.
- We contact the most qualified individuals and schedule an interview.
- We require that applicants bring a current (no older than 30 days), complete, certified original of their DMV record that must show no more than two moving violations within the past 36 months.

Step 2: In-Person Interviewing

In-person interviews help us confirm objective employment information.

- We use a diverse interview panel to conduct the interviews, which may include the Paratransit Manager, a Road Supervisor, Dispatcher, and/or the Safety and Training Manager.

- We ask questions to test the applicant's ability to comprehend and speak English. These determine if an applicant can reason through instructions and construct a proper response.
- We want to make a good match between the applicant and the position, so we model our interviews after behavior-based interviewing techniques.

Step 3: Drug and Alcohol Testing

Transdev complies with all Federal Transit Administration regulations regarding drug and alcohol testing as set forth in the RFP.

Step 4: Criminal Background Check

We hire a third-party firm to conduct criminal background checks, which include both federal and state records for the previous 10 years. The checks are intended to capture any information about prior felony convictions and whether the candidate is a wanted felon.

Step 5: Driving Record Check

We require all applicants to bring their DMV driving record at the time of the interview, and we check it. We regularly review an Operator's DMV driving record to ensure that their license remains in compliance with our requirements. Our insurance carrier also conducts an annual review of our Operators' DMV records.

Step 6: Reference Check

All applicants are required to authorize Transdev to verify previous employment. We check information and contact references.

Step 7: Skills Testing /Training

Training is the final part of the hiring process, and trainees are conditional employees until they graduate from the program. During this process, trainees can demonstrate their ability to comprehend training material and verbalize and write their response to specific questions and problems. Training also verifies an employee's proficiency in English.

During training, Operators must be able to demonstrate:

- Ability to speak and comprehend English
- Knowledge of the service area, routing, and fares
- Ability to safely operate a service vehicle on-time.
- A high level of customer care and service
- Proficiency in all materials presented in training
- Mastering the defensive driving program
- Knowledge of the specific service area, including street numbering system, map reading, major trip generator locations, etc.
- Knowledge of and ability to comply with all applicable DOT safety regulations
- Understanding of accident and incident procedures and reports



- Proper fare collection procedures
- Proper use, procedures, and requirements related to on-board communication equipment
- Safely operating the vehicles, including bus maneuvers, bus familiarization, and pre-trip inspections
- Security awareness
- Passenger sensitivity and assistance, lift procedures, and loading/ securing mobility devices

Ongoing Background Checks

After a safety-sensitive employee is hired, we use a nationwide shared database called WebRisk to monitor compliance with our employment requirements. All safety-sensitive employees across the country, (e.g. Operators, Road Supervisors, etc.) are in this database, along with every type of permit that has an expiration date. For each employee, this database includes vital permits and licenses such as commercial Operator's license dates, DOT physical dates, dates for the Operator's annual road evaluation, annual motor vehicle records checks, and more.

When an employee's permits, licenses, or evaluations approach an expiration date, an email alert is automatically sent to their supervisor, per the following schedule:

- Sixty days before any expiration of any permit, license, or evaluation, an automatic alert is sent via email to the Safety and Training Manager
- Thirty days prior to expiration, an alert is sent to the Safety and Training Manager and the General Manager.
- Within five days of expiration, the Safety/Training Manager, General Manager, and Regional Vice President are notified.

Managerial Candidate Pre-Employment Assessments

Transdev recently began partnering with Criteria Corp, a leading provider of online pre-employment assessments, to strengthen our approach to hiring. By testing candidates upfront and screening for specific traits and abilities, we have increased our hiring success rate and reduced the costs associated with managerial turnover.

These tests predict long-term success by measuring how well a candidate will be able to learn new skills and adapt within a role. The tests are scientifically developed and rigorously tested for reliability and validity to ensure that they accurately predict job performance.

Transdev managerial candidates receive an email with a link to a site to participate in a series of tests designed for the managerial role for which he or she is testing. Candidates may access the test from a computer or mobile device.



To encourage honest participation, aptitude tests are timed, and candidates may only stop and start the test five times before they are locked out of the test. The program also flags test results when a candidate's responses appear inconsistent or exaggerated. In addition, the personality tests include covert and overt questions to gauge the same type of information from two different perspectives.

Drug and Alcohol Testing

Transdev will test any employee when we have a reasonable suspicion that the employee may have violated the federal prohibitions against the use of drugs or alcohol. We use the following types of testing as part of our drug and alcohol compliance program:

- Pre-employment
- Reasonable suspicion
- Post-accident (FTA)
- Random
- Return to duty and follow-up testing

We also conduct voluntary random drug and alcohol testing, because it is the best way to deter employees from using drugs and/or using alcohol at work. This policy applies to all personnel (including contractors and managers) who are subject to performing duties governed by the FTA.

We perform a clinic audit twice a year to ensure we are meeting all guidelines. We make sure the personnel responsible for collecting and administering the alcohol test have up-to-date certification and qualifications.

Transdev's Employee Assistance Program (EAP), which complies with FTA regulations, is available to assist employees and their dependents with treatment for drug- and alcohol-related illnesses. We want our employees and their dependents to be well and get the help they may need to recover from drug and alcohol abuse or emotional problems. Our EAP provides professional referral and counseling services in a confidential manner.

Training Program

We focus on high quality, thorough training that helps us provide:

- Higher passenger satisfaction
- Better customer service
- Happier, more engaged employees
- Improved employee retention
- Better system performance
- Safer driving all the way around

Superior Training Methods

The development and reinforcement of training programs, procedures and policies is essential to engage employees in building a safety culture.

We continually modify and shape our programs to motivate employees to deliver their best every day.

We have invested in developing proprietary training programs that go beyond the minimum number of hours required, including our Operator Development Program (ODP). Our training and development program seeks to:

- Instill a culture of safety
- Encourage employee development and professionalism
- Help employees excel in customer care and operational performance
- Ensure we stay in regulatory compliance
- Build consistency in practices

Training Overview

The following table provides a snapshot of the training we provide.

TRANSDEV TRAINING PROGRAMS			
Training Program	Description	Participants	Details
ODP	The Operator Development Program teaches Operators the essential skills they need to do their job at the highest level of safety and competence.	Operators	• Classroom, behind-the-wheel and cadet training • Defensive Driving course • Emergency Procedures • Customer Care and Sensitivity
Customer Service Training	Our customer service training is about perceived quality from the customer's point of view.	Frontline Employees	Our international Transdev resources created this exclusive program to address the global need for understanding and responding to passenger needs.
OSHA Training	Provides standardized OSHA training to Operators and Maintenance Employees.	Operators, Maintenance Employees	• Classroom training • 22 subjects; Process Guide; Checklists, Action Planning Sheets • Training compliance audit done by Regional Safety Director and external auditors
Training for Behind the Wheel Trainers	Enhances the skills of our BTW Trainers, including teaching them how to stage BTW training and properly teach safe driving behaviors on a skills course.	Safety & Training Manager, Training Supervisor, Road Supervisors	• Classroom • Driving Demonstrations • Skills Training • Testing • Customized to Transdev

TRANSDEV TRAINING PROGRAMS			
Training Program	Description	Participants	Details
Training for Cadetting Trainers	Train veteran Operators to mentor trainees while cadetting in revenue service (one-on-one).	Selected Veteran Operators	- Approximately 20 hours; including classroom and BTW training - Precision driving training course - Cadetting Mentor must demonstrate proficiency with fare collection, communication equipment, map reading, local policies - End of course practical exam – BTW and classroom – 1 hour
Accident Responder Training	Designed to enhance accident responders' ability to handle an accident scene, including improving accident documentation and ensuring accident details are captured accurately.	Safety & Training Manager, Training Supervisor, Road Supervisors, Paratransit Manager, General Manager	- Classroom and field training - Certification is obtained and tracked for renewal - Customized to Transdev

Operator Training

We provide many types of training to Operators, including:

- **New hire training:** This training includes first aid, classroom, closed-course driving, and road training. New trainees without prior experience spend about 120 hours (at a minimum) in training. This includes two days of field supervision as they start revenue service.
- **Annual refresher training:** Each year, every Operator receives refresher training. Topics include updated information on DeKalb policies and procedures, safety awareness, customer service, and passenger awareness and sensitivity.
- **Remedial training:** Accidents, excessive customer complaints, or extended absences may trigger remedial training.
- **Evaluations:** At least once every six months, we evaluate every Operator, including in-service evaluations. We also conduct license, background, and medical certification checks in accordance with regulations of appropriate governing bodies and the requirements of the RFP.

Operator Development Program (ODP™)

ODP is a powerful curriculum and behavioral approach that teaches Operators the essential skills they need to do their job at the highest level of safety and competence. This program is unique to Transdev, and it stands out in the industry for its comprehensive approach to training.

We developed ODP in partnership with Avatar Systems, an industry-leader in training development. The program integrates classroom courses, closed-courses, and behind-the-wheel training. There are 33 performance standards and skills that Operators must meet. Our emphasis is on modeling sound behaviors, and there is extensive practice and coaching from skilled, dedicated trainers at each location. This curriculum also includes our unique customer service training—the industry’s most innovative program for positively affecting customer attitudes toward their service.



Instructors facilitate the ODP classroom training, using an instructor’s manual, 22 DVDs, and an Operator workbook that covers every aspect of safe driving. We integrated the classroom portions with the closed-course and behind-the-wheel training modules, with Trainers covering classroom materials in the morning and putting their newly acquired knowledge and skills to work in the afternoon. The program is robust and provides new applicants the skills they need to drive safely, follow procedures, and provide good customer service.

Every operating environment is unique, and we designed ODP so that we could adapt the program to include the training requirements of our clients. Some of the key topics in our ODP Operator training include:

- Intersections
- Following distance
- Defensive driving
- Emergency procedures
- Vehicle dynamics
- Pre- and post-trip inspections
- Fatigue management
- Changing lanes and merging
- Railroad crossings
- Basics of backing up
- Bus stop procedures
- Customer care and sensitivity
- Wheelchair lift operation
- Passenger sensitivity training
- Security procedures
- Pedestrian and bicyclist safety
- Unlawful harassment
- Bloodborne pathogens
- Detailed Operator Classroom Training

Our technical training classes include:

- **Introduction to the vehicle:** Trainees learn about the equipment they will be driving and receive an overview of the major systems, including steering, electrical, air, brakes, power train, lift or ramp equipment, securement equipment, and radio equipment.
- **Vehicle dynamics:** Forces like kinetic energy, inertia, centrifugal force, gravity, and friction act on a vehicle in motion. Trainees learn about these forces and how to control the vehicle in light of them. They also learn about braking distance. Trainees learn about safety and how their driving impacts passenger comfort and fuel economy.



- **Communication systems:** Trainees learn how to use the on-board communication systems effectively.

Our safe driving classes include:

- **Defensive driving:** Trainees learn Transdev's proprietary defensive driving course. The program focuses on four steps: 1) Look ahead; 2) Look around; 3) Leave room; 4) Communicate. This module has both a classroom and behind-the-wheel component. Operators learn these four steps on day one of training, and we reinforce these principles throughout their career with Transdev. Transdev's defensive driving training is comparable to the National Safety Council's program.
- **Fatigue management:** Trainees learn the signs of road fatigue and strategies for minimizing fatigue and what to do if they are feeling fatigued.
- **Following distance:** Trainees learn the safe following distance to maintain between themselves and the vehicles in front of them in both normal and hazardous driving conditions, such as rain, sleet, ice, and snow. We also discuss the effects of restricted vision and how to adjust following distance to accommodate for restricted vision.
- **Changing lanes:** Changing lanes is inevitable. Whether merging or passing, changing lanes creates hazardous situations that can cause accidents. Trainees learn the techniques of safe merging and passing.
- **Reference points:** Understanding reference points is key to driving large vehicles. Trainees get tips on how to gauge their vehicle relative to intersections, curbs, and other objects that are difficult to see due to the size and length of the vehicle. We also talk about the importance of proper mirror adjustment.
- **Intersections:** Trainees learn how to safely approach and navigate through all types of intersections. They learn the common hazards present at intersections and how to prevent intersection collisions.
- **Railroad crossings:** Every year in the United States, there are approximately 5,000 collisions between motorists and trains. We share facts about trains and railroad crossings and teach trainees a procedure for safely crossing at railroad crossings. This section also includes information on state-specific laws pertaining to railroad crossings.
- **Substance abuse:** Trainees learn about our drug and alcohol testing program, including the types of prohibited substances, the circumstances under which employees are subject to testing, and what happens if an employee tests positive or refuses to submit to a drug or alcohol test.



- **Emergency procedures:** Trainees learn the steps to take during an emergency. They learn to safely park and secure the vehicle, evacuate the vehicle, cooperate with Supervisors and law enforcement, respond to media inquiries, collect information from passengers, and document the emergency. We also discuss how Operators can ensure their personal safety.

Detailed Road Training

The classroom work gives trainees the knowledge foundation they need to become good Operators. To put this knowledge to practice, we provide hands-on training, which includes both closed course and behind-the-wheel training.

Closed Course Training

We intersperse pre-driving and closed course training with classroom training so that trainees can put into practice what they learn on paper and hone their skills on each type of vehicle in the fleet.

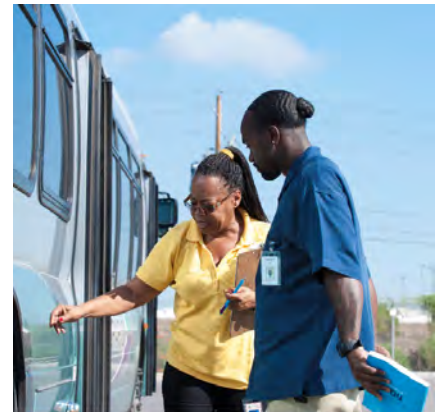
During closed course training, we teach these specific elements:

- Judgment stop
- Right and left side backing
- Diminishing alley
- Offset alley
- Right turns
- Parallel parking
- Customer stop
- Backing
- Railroad crossing
- Left turn one way to one way

Behind-The-Wheel (BTW) Training

After trainees complete skill area maneuvers, we take them onto the streets to practice more difficult maneuvers. The instructor leads these sessions and quizzes trainees on operational policies and procedures and material covered in the classroom. Behind-the-wheel instruction also includes training on roadways throughout the service area.

We include additional behind-the-wheel instruction for night operations, covering typical detours we use during major events, etc. In this training, we stress how to handle the unexpected events, including accidents and sudden road closures or re-routings, etc.



Cadetting In-Service Training

During the latter portion of training, trainees drive actual service routes under the immediate supervision of an Instructor and follow the same procedures as graduated Operators. In-service training gives new Operators the chance to experience customers, follow a manifest, maintain a schedule, and collect fares with an experienced Operator on board to assist and evaluate. During this time, we test trainees on their knowledge of operational policies and procedures.

To graduate from the program and be retained as a probationary employee, trainees must:

- Demonstrate mastery of all operational policies, procedures, safe and defensive driving, and technical driving skills.
- Demonstrate a positive attitude regarding courtesy, customer relations, and sensitivity awareness.
- Display professionalism through such things as punctuality, class participation, and homework completion.

First Year Training and Refresher Training

Our training program includes onboard evaluations, trail checks, and annual checks as follows.

Onboard Evaluations and Trail Checks

We do an on-board evaluation during an Operator's first 30 days of employment. Road Supervisors perform the safety monitoring by riding along with the Operator and monitoring their safety habits. Then, after a new Operator completes 30 days of revenue service, Supervisory staff will conduct a trail-check observation. The Road Supervisor will follow behind the vehicle, preferably unobserved, to ensure the Operator is following all safety and operational rules and regulations, as specified by Transdev, as well as local and state law.

Annual Checks

We perform annual on-board checks for all Operators. We focus on customer relations, safety, and driving performance. We also conduct on-board or trail check observations following a complaint by a motorist or customer. Based on these observations, we coach or retrain an Operator (see retraining section for details). Each employee must meet annually with a manager to review their performance and discuss potential improvements they can make. This below chart shows our approach to first year and annual monitoring:

Training Program	Overview
BTW Drive Check (Annually)	An Instructor will meet with the Operator annually to: • Ride with the Operator for several trips • Observe Operator while driving • Offer tips and instruction to assist the Operator's performance • Offer tips and instruction to mitigate current high-frequency accidents.
Trail Check (Annually)	• Operator will be observed, unannounced, by Supervisor while driving. • Supervisor will debrief with the Operator and retrain as needed.

Refresher Courses and Retraining

Refresher courses help keep us sharp and recognize any bad habits we have developed. Some refresher training for Operators is routine and simply helps an employee maintain their skills. The Transdev standard is a rigorous one, and revisiting skills is one way to raise the bar on overall quality. We also offer retraining when an employee needs support around a specific skill deficiency.

Recent refresher course topics included:

- Substance abuse awareness
- Bloodborne pathogens basics of safety
- Vehicle dynamics
- Defensive driving
- Intersections reference points
- Backing basics

Transdev Retraining Matrix

The following chart identifies some typical triggers associated with retraining.

Separation Period	< 30 Days	31-90 Days	91-180 Days	180-270 Days	270-360 Days
Diagnostic Evaluation	Yes	Yes	Yes	Yes	Yes
Classroom Training (ODP subjects)	Yes Basic*	Yes Basic*	Yes Basic*	Yes Basic*	Yes Advanced*
Closed Course Skills/BTW Hours	As Needed Based On Diagnostic Evaluation	As Needed Based On Diagnostic Evaluation at Least 8 hours	8	16	32
Full ODP Training Program	N/A	N/A	N/A	No	Yes
Satisfactory Evaluation (WCS C.4)	Yes	Yes	Yes	Yes	Yes
Classroom Hours	8	8	8	16	40
Recommended Minimum Total Hours	8+	8+	16	32	72

Retraining

The Transdev refresher training program operates on several levels. Some training is conducted to “raise the bar” of the overall quality of the team’s work. Additional training is also provided in response to a specific deficiency found in an employee’s work performance, while other training is more routine in nature to maintain the skills of an employee.

Customer Service Representative Training

The first point of contact for many passengers will be to our Customer Service Representatives (CSRs) when they book a reservation, so it is critical that we provide a high level of training to ensure the CSR staff can care for customers and give them a sense of confidence about the accuracy of the information provided.

Transdev’s CSR training incorporates policy, procedures, and soft skills training into comprehensive approach and establishing expectations for our operations. Training begins with basic employment policies, including HIPAA Compliance, rules, and expectations, then more specific call handling procedures, following the flow of a call from the initial greeting to the conclusion. Each step of the call is developed in order, so the CSRs can take the call in a consistent, proper, and logical progression. All information will be tailored to the specific requirements of DeKalb service and provided systems. After the initial training at the start of our contract, new CSRs will take time each day of training to observe live calls to see in practice what they have learned in the classroom. This engagement develops a deeper understanding of their position and is reflected in the performance later. Training is done in a classroom setting, online, and at the stations shadowing CSRs.



Sample Operator Training Schedule

As requested, on the following page is a sample Operator training syllabus:

OPERATOR DEVELOPMENT PROGRAM - PARATRANSIT SYLLABUS

Week One		
Monday - DAY ONE 8.0		
CLR	1.5	New Hire Orientation
CLR	1	Introduction To Transdev - Policies and Procedures
CLR	0.5	Introduction To Professional Driving
CLR	0.75	Federal Regulations/Hours of Service
CLR	0.75	OSHA/Hazard Communication
CLR	2	Drug/Alcohol Policies and Procedures
CLR	0.5	Bloodborne Pathogens
CLR	1	Wellness/Fatigue Management
	8	Total Hours
Tuesday - DAY TWO 8.0		
CLR	1.5	Safety Best Practices
CLR	2	Preventing Sexual Harassment/Whistleblower Protections
CLR	0.5	Introduction To The Bus
CLR	1	Pre-Trip Inspections
CLR	1	Mirror Adjustments/Reference Points
CLR	2	LLLC Defensive Driving
	8	Total Hours
Wednesday DAY THREE 8.0		
CLR	1.5	Distracted Driving/Preventing Driver Distractions
CLR	2	Following Distance/Intersections/Backing
CLR	0.5	Railroads Crossings
CLR	1	Merging, Lane Changes, and Passing
CLR	0.5	Pedestrian Awareness
CLR	0.5	Special Driving Conditions
CLR	1	Accident/Emergency Procedures
CLR	1	Slips, Trips, and Falls
	8	Total Hours
Thursday- DAY FOUR 8.0		
CLR	2	Intro To ADA/Sensitivity/ADA Lifts, Ramps, and Securements
CLR	2	Professionalism/Customer Service
CLR	1	Conflict/Aggression Management
CLR	1	Workplace Violence
CLR	0.5	TSEPP-The MARK/NTI Warning Signs
CLR	1.5	Sensitivity Training
	8	Total Hours
Friday - DAY FIVE 8.0		
CLR	2.5	Sensitivity Training Part 2
CLR	2	Manifest Procedures
CLR	1	Radio Communication
CLR	1	Fare Collection Procedures
CLR	0.5	Electronic Device Policy
CLR	1	Final Exam
	8	Total Hours
	40	Total Week One Hours

Week Two		
Monday - DAY SIX 8.0		
SKL	8	Closed Course Driving Skills
	8	Total Hours
Tuesday - DAY SEVEN 8.0		
SKL	8	Closed Course Driving Skills
	8	Total Hours
Wednesday - DAY EIGHT 8.0		
BTW	8	Behind The Wheel (BTW)
	8	Total Hours
Thursday - DAY NINE 8.0		
BTW	8	Behind The Wheel (BTW)
	8	Total Hours
Friday - DAY TEN 8.0		
BTW	8	Behind The Wheel (BTW)
	8	Total Hours
	40	Total Week Two Hours

Week Three		
Monday - DAY ELEVEN 8.0		
CDT	8	Cadet - On Route Training
	8	Total Hours
Tuesday - DAY TWELVE 8.0		
CDT	8	Cadet - On Route Training
	8	Total Hours
Wednesday - DAY THIRTEEN 8.0		
CDT	8	Cadet - On Route Training
	8	Total Hours
Thursday - DAY FOURTEEN 8.0		
CDT	8	Cadet - On Route Training
	8	Total Hours
Friday- DAY FIFTEEN 8.0		
CDT	8	Cadet - On Route Training
	8	Total Hours
	40	Total Week Three Hours

Key	Topic	Total Hours
CLR	Classroom	40
SKL	Skills/Closed Course	16
BTW	Behind The Wheel (BTW)	24
CDT	Cadet - On Route Training	40
	Total ODP Training Hours	120

b) Provide a description of how the PROPOSER will remain in compliance with the Federal Transit Administration's Public Transportation Agency Safety Plan requirements throughout the duration of the contract.

Public Transit Agency Safety Plan (PTASP)

At Transdev, safety is at the heart of all our actions. We strive at every moment to maintain a safe and secure workplace and riding experience. We are focused on building a safety-first attitude and embedding it in the minds and hearts of our employees. From transporting our passengers safely to properly maintaining and repairing vehicles, to ensuring secure facilities and protecting the environment, safety is paramount.

Transdev's Safety and Training Manager will also serve as the Chief Safety Officer (CSO) for the PTASP. The PTASP creates a more formal, proactive, and accountable approach for identifying and mitigating hazards, fostering a safety culture, and improving safety communication. We have developed a PTASP plan template for our clients and are working with a number of systems to submit the plan prior to the Dec. 31, 2020 deadline. Transdev will partner with the City to monitor and react to trends in safety performance, and to participate in regular updates to the PTASP to make ensure it is a living document.

The Safety and Training Manager will also have responsibility for day-to-day implementation and operation of our Safety Management System (SMS). This individual will have a direct reporting relationship to City staff for any safety-related concerns or remedial actions. This position's duties will include:

- Developing and maintaining SMS documentation
- Directing hazard identification and safety risk assessment
- Monitoring safety risk mitigation activities
- Providing periodic reports on safety performance
- Briefing the Accountable Executive and Board of Directors on SMS implementation progress
- Planning safety management training

c) Provide a description of continuing education programs for the management team.

The following table is our training program available to the management team:



Development Program	Description	Audience	Length/Frequency
Transdev Ethics: <i>Making the Right Choices</i>	A discussion of why it is important to be ethical. Class objectives include: 1. Definition of ethics 2. Benefits of an ethical culture 3. Laws that enforce ethical conduct on organizations 4. Transdev resources 5. An ethical decision-making process	Supervisor and above positions	Mandatory 3-4 hours Instructor-led Includes Learner's Guide, handouts, wallet cards
Harassment Prevention Training	Training topics include: 1. Definition of unlawful harassment and other prohibited harassment 2. Transdev's Unlawful Harassment Policy 3. Manager/Supervisor's role in responding to and preventing unlawful harassment or inappropriate behavior 4. Behaviors that violate Transdev's policy 5. Workplace bullying	Managers and Supervisors	Mandatory Instructor-led version – 3.5 hours Or Online version – 2 hours Completed every 2 years for all Supervisors and above Includes Learner's Guide, handouts
Interviewing	Training topics include: 1. Planning and preparing for an employment interview 2. Understanding how to conduct an interview and ask interview questions that comply with employment laws 3. Evaluating candidates and making a hiring decision	Managers and Supervisors who make hiring decisions	2 hours As needed or requested Learner's Guide, handouts
Employee Accountability	Training topics include: 1. Defining accountability and understanding its importance 2. The Manager's role in holding employees accountable 3. The importance of clear communication and ongoing feedback 4. The Simple Model of Accountability	Managers and Supervisors	3 hours As needed or requested Includes Learner's Guide, handouts

Development Program	Description	Audience	Length/Frequency
ManageMap Workshops	The goal of the ManageMap Workshop is to provide employees with information to handle workplace issues that may arise.	Managers and Supervisors	1 hour each As needed or requested Instructor-led Includes Learner's Guide, handouts
Communication Skills Verbal and Nonverbal	Participants in the Communication Skills – Verbal/Nonverbal session will be able to: - Effectively deliver verbal messages to peers, employees, leaders, customers, etc. - Understand that word choices matter and can influence communications - Be aware of nonverbal behaviors that may impact communication Training topics include: - Positive vs. negative words - Successful vs. unsuccessful Communication - Elements of nonverbal communication	Managers and Supervisors	1 hour each As needed or requested Instructor-led Includes Learner's Guide, handouts
Documentation	Documentation is a practice which records the occurrence of any employee behavior to later show that such a behavior took place. Training topics include: - Purpose and examples of documentation - The Transdev Observation Form - How to prepare and preserve documentation	Managers and Supervisors	1 hour each As needed or requested Instructor-led Includes Learner's Guide, handouts
Managing Conflict	Participants in the Managing Conflict session will be able to: - Assess what they believe about conflict and how they deal with it in the workplace - Identify types of conflict that they have seen or experienced - Work through conflict with more confidence and capability Training topics include: - Definition of conflict	Managers and Supervisors	1 hour each As needed or requested Instructor-led Includes Learner's Guide, handouts

Development Program	Description	Audience	Length/Frequency
	2. Causes/reasons conflict occurs 3. Steps for managing conflict		
Progressive Discipline	Participants in the session will be able to follow the proper steps of progressive discipline; apply the seven tests of just cause; and document the situation correctly Training topics include: 1. Purpose of progressive discipline 2. Steps of progressive discipline 3. Documentation categories	Managers and Supervisors	1 hour each As needed or requested Instructor-led Includes Learner's Guide, handouts
GM Webinars	Participants in the webinars receive information and exchange ideas on best practices and current Transportation topics #1 Keeping Employees Safe & Sustaining their Trust (May 22, 2020) • Masks and Mask Communication • Options for Plexiglass Driver Barriers and Face Shields • Strategies and Best Practices for Checking Employee Temperatures • Best Practices, Actions, and Communication for Ensuring Employees Feel Safe #2 Keeping Passengers Safe & Rebuilding their Trust (May 29, 2020) • Cleaning and Disinfecting Vehicles to Build Passenger Trust • Social Distancing to Build Passenger and Employee Trust #3 Supporting Clients as the Face a New Reality (June 12, 2020) • The Future of Mobility • On-demand Bus Pilot • Microtransit Technologies and Service Design	Managers	1 hour each month Online webinar

d) Provide a description of the Safety and Security training that all safety-sensitive employees receive; including name of firm providing this training and any awards or recognitions that firm may have received. Provide information on safety incentives that will be used.

Security Awareness & Training

Transdev will coordinate with the City of DeKalb and our current fixed route operation to participate in any scheduled exercises and drills with local public safety organizations for continuous improvement in emergency and incident preparedness and response.

Transdev will be responsible for providing verification that employees have received training which includes the following National Transit Institute training programs:

- Transit Workplace Safety and Security
- Terrorist Activity Recognition and Reaction

Comprehensive security requires transit employees to be trained in security awareness, behavioral awareness, surveillance, response procedures and self-protection.

In the past, Transdev has trained with local fire rescue and local law enforcement; SWAT teams, special operations units, gang squads, bomb squads; as well as participating in local FBI anti-terrorism training. This process gives local law enforcement the opportunity to successfully test effective countermeasures to hostage situations on our vehicle fleet.



Terrorist Activity Recognition & Reaction

Employees have the option to be trained through classroom instruction, computer-based-training or online courses. During training they will:

- Learn to recognize indicators of criminal and/or terrorist activity
- Learn to recognize unusual or unattended objects (e.g., packages, baggage, vehicles)
- Learn to react and respond as appropriate
- Learn to report as appropriate

Emergency Management Procedures

Transdev will maintain a comprehensive System Security and Emergency Preparedness Program Plan for our DeKalb operations. In accordance with the FTA's guidelines, this information is considered highly safety sensitive, and can be provided upon request..

Immediate responsibility for managing response procedures lies with Dispatch. The Dispatcher will contact the appropriate emergency response agency and manage the incident via land line or the radio. In the situation of a serious on-street incident the radio will be closed to all other traffic.

The purpose of the following action plan is to define three levels of incidents associated with the operation of transit service and to determine the appropriate personnel to contact in each case. The incidents are rated in levels from one to three, with one being of a less serious nature and the required communication levels minimal. Incident level three would classify as a major incident and warrant a high level of communication. Notifications are to be initiated by radio dispatch after the immediate responsibility for managing the incident has been discharged.

Definitions of Three Levels of Incidents

Level One

- Minor property incidents at transit centers or facilities.
- Minor disruptions in service.
- Property damage valued at less than \$25,000.
- Minor passenger accident – notification only.
- Minor shelter accident/incident.
- Major delays in service.

Level Two

- Accident involving single injury in bus, related vehicle, or pedestrian.
- Wheelchair lift accident – resulting in serious injury.
- Assault on driver resulting in serious injury or serious driver incident.
- Fuel station failure or shut down.
- Incidents that have the possibility of drawing local media attention.
- Chain-reaction collision involving multiple vehicles.
- Facility and/or equipment fire without any injuries.
- Any injury incident for which someone is transported to a medical facility via ambulance.

Level Three

- Accidents involving any fatality or multiple injuries.
- Fatality incidents potentially drawing national media attention.
- Major disruptions in contract services.
- Property damage in excess of \$100,000.
- Major fire or fire with injuries.
- Explosions/bomb threats - threats that may cause injury or death.
- Major labor dispute.
- Fatality or serious injury to an individual.
- Natural Disasters with significant impact.
- Emergency Notification Procedures

Transdev will establish an internal notification tree, which our Dispatchers will use to notify appropriate parties, depending on the severity of the emergency.

Emergency Preparedness Training

New Hire Training

All new hire employees receive the Federal Transit Administration/National Transit Institute (NTI) - System Security Awareness for Transit Employees.

Refresher Training

Operations and maintenance employees receive security training annually. The subject matter is based on security information gathered throughout the year related to equipment, procedures, and information received from the FTA's Office of Security and Emergency Management.

Supervisor Training

Quarterly meetings are held with supervisory personnel. Updated security information is provided at these meetings, including power point presentations received from the FTA's Office of Security and Emergency Management, and local Law Enforcement.

Training Instructor Qualifications

All training instructors that provide security training receive Transportation Safety Institute (TSI) train-the-trainer certification.

Documentation of Training

All documentation of security training is kept in the Training Department and the Office of Safety, Training and Security.

Security Training

The Safety and Training Manager is responsible for ensuring that all transit employees and supervisors perform their jobs in a safe and secure manner in accordance with policies and procedures. Security training is documented and placed in the employees' and supervisors' permanent employment file for review by their respective Supervisor/Manager. Directors, Managers, Supervisors and employees are required to attend the safety training programs and other required training to ensure safe work performance.

System Security Awareness

All employees are aware that the first step to an incident/breach is observing it. Actions following an observation have a major impact on the outcome of an incident/breach. All Transdev employees receive training in System Security Awareness for Transit Employees, developed by the National Transit Institute (NTI).



National Incident Management System (NIMS)/Incident Command Systems (ICS)

Transdev will ensure that our Safety and Training Manager attends and passes the National Incident Management System (NIMS)/Incident Command Systems (ICS) course within twelve months of contract start-up.

Emergency Exercise Simulations

At DeKalb's request, Transdev will participate in a minimum of one exercise or drill per year with local public safety organizations for continuous improvement in emergency and incident preparedness and response, including: review of current plans and policies, identification of current security and emergency considerations, development of additional procedures (if necessary), establishing, and maintaining ongoing inter agency communications.

Safety Incentives

As previously mentioned, we will implement incentive programs to recognize employees for a job well done and motivate them to continuously improve performance.

As a reminder, some of our safety incentive programs include:

- Safety Bonus Team On-Time Performance (TOP) Challenge
- Technician ASE Certification Incentives
- Employee of the Month and the Year

e) Provide a description of any policies and/or training, which employees have received to assist them in interactions with persons with Limited English Proficiency, people with disabilities, and passenger behaviors that may cause conflict with drivers and passengers.

Passenger Sensitivity Training

To ensure our Operators have knowledge and understanding of the wide range of abilities of passengers and the best methods to interact with and assist them, Transdev includes an ADA and passenger assistance training program for Operators. Transdev meets all Americans with Disability Act requirements regarding the policies and procedures with respect to services animals on board vehicles. This training includes: Introduction to ADA and Sensitivity; Service Animals and Emotional Support Animals; ADA, Lifts, Ramp, and Securement (classroom and on-vehicle); Lift Operations (classroom and on-vehicle); and Key Stop Announcements.



Going for Care™

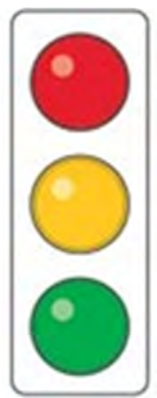
Going for Care™ was created collaboratively and exclusively by our international Transdev training team to address a global need to understand and respond to passenger needs. We train our employees to understand passenger needs and try to view to service quality from the passenger's perspective. The passenger experience is enhanced or diminished by their environment and the way they and other passengers are treated and the attitude of the staff. The key ideas of the program include:



- We need to make the travel experience pleasant for each passenger and create a positive customer service environment throughout his or her journey.
- Our employees need to recognize the emotional state of the passengers and act accordingly.
- Our employees need to see situations from the passenger's perspective and then take the necessary actions to either make them happy or keep them happy.
- Staff needs to be empowered to personally take actions to solve problems and add to a positive environment.
- We need to customize approaches with each location to reflect the local culture, the system, and the mode of transportation provided.

We use the metaphor of a traffic light to teach employees how they can impact and improve customer service. Green, yellow, and red to symbolize the different emotional states of passengers:

- **Green** is a positive environment where passengers feel safe, relaxed, and comfortable. Our goal is to maintain this positive state by recognizing and valuing our passengers and keeping them in the green.
- **Yellow** is an environment of caution or unease. When a passenger is in a yellow environment, they may feel anxious, confused, or insecure. The Operator or employee needs to recognize this state and provide information or reassurance to a customer to restore them to a green state.
- **Red** is an environment of urgency or crisis. It could involve a passenger who is scared, distressed, or angry. The Operator needs to take immediate action to remedy the problem and try to turn the situation into a green experience.



Our employees are responsible to assess the situation from a customer's viewpoint, and then reassure or help them, so that the experience is a positive one. This program provides those skills.

f) Describe your employment standards for hiring drivers

As previously mentioned, the following minimum standards are required for hiring Operators:

- Must be able to read, write, and communicate effectively in English.
- Must be at least 21 years of age and have a driving record of at least three years.
- Must have a high school diploma or GED.

- Must have complete employment history.
- Must have a current driver's license of the class required for the operation of the vehicle they are assigned to drive and any other licenses, permits, and/or endorsements required by applicable federal, state, and local regulations.
- Must possess a current DMV Medical Examiners Certificate or be able to pass a DOT physical.
- Must have no homicide, manslaughter, or assault convictions associated with operations of a motor vehicle.
- Must have no moving violations within the past 36 months, including but not limited to: failure to stop at the scene of an accident; driving with a revoked license; possession of opened alcoholic containers; or attempting to elude an officer.
- May not have more than one preventable at-fault accident within the past 36 months.
- Must be able to pass a DOT pre-employment drug screen in accordance with 49 CFR Part 655.



In addition to these qualifications, Transdev will be looking for candidates who possess strong customer service skills, a desire to be part of our team, and individuals with prior transportation and/or public transit experience. We also prefer candidates who are familiar with DeKalb and its service area.

g) Describe your employment standards for hiring management and supervisory personnel

All management and supervisory staff must meet the same requirements as our Operators and are interviewed and hired through our corporate recruiting department. Requirements or standards differ depending on contract specifics outlined by the client or project.

Managerial Candidate Pre-Employment Assessments

As previously discussed, Transdev recently began partnering with Criteria Corp, a leading provider of online pre-employment assessments, to strengthen our approach to hiring. By testing candidates upfront and screening for specific traits and abilities, we have increased our hiring success rate and reduced the costs associated with managerial turnover.

These tests predict long-term success by measuring how well a candidate will be able to learn new skills and adapt within a role. The tests are scientifically developed and rigorously tested for reliability and validity to ensure that they accurately predict job performance.

h) Describe your employment standards for hiring maintenance personnel

Maintenance Manager Tim Lyon has been a member of Transdev's Huskie Line team since 1974. Using this extensive background and experience, he recruits and hires employees who are the best fit for our DeKalb maintenance program. He closely follows the standards below when hiring Technicians for this project:

- **A Technician** – Must demonstrate exceptional skills and be capable of making all diagnostic tests and repairs on or to any vehicle or equipment assigned to the transit property. Such work shall be performed in a highly competent manner and without supervision, and he shall be qualified to accept the responsibility of supervising and training (when assigned) maintenance employees in a lower classification.
- **B Technician** - Must be capable of making diagnostic tests and any repairs on or to any vehicle or equipment assigned to the transit property with little or no supervision.

2) Submit the firm's Drug and Alcohol Policy as part of the proposal.

Transdev's goal to achieve a Drug and Alcohol-free workplace is accomplished through the implementation of a comprehensive Drug and Alcohol prohibition program that meets the Code of Federal Regulations Control of Alcohol and Drug Use and Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

All these programs are based on:

- Deterrence
- Detection
- Assistance
- Enforcement



The policy, which is included in the Appendix section of our proposal, ensures that we operate the service in the safest and most efficient manner possible. The consistent and unbiased application of this Drug and Alcohol Policy is administered by the Human Resources Department and prioritizes the safety and welfare of all customers and employees by promoting a workplace free from the effects of Drugs and Alcohol.

As a condition of employment, the Drug and Alcohol Policy applies to all employees and subcontractors. The provisions of this policy are subject to any limitations or requirements imposed by federal or state law. In all cases, the minimum federal requirements for testing of Hours of Service (HOS) and Commercial Driver's License (CDL) are implemented. Any employment action taken due to violation of this policy is taken in accordance with the procedures contained in any applicable labor agreement. No collective bargaining agreement may supersede federal regulations.

Transdev will test any employee when reasonable suspicion exists that the employee may have violated the federal prohibitions against the use of Drugs or Alcohol. Policies for mandatory testing following an accident or incident on the system, or a rule violation are also included in the policy.

The following types of testing are part of Transdev's Drug & Alcohol Compliance Program:

- Pre-Employment
- Reasonable Suspicion
- Post-Accident (FTA)
- Random
- Return to Duty and Follow-Up Testing

Transdev also conducts involuntary random drug testing. We believe that random testing is the best means of deterring the use of Drugs or Alcohol by all those persons authorized to perform specified service duties in the operation. This policy applies to all personnel (including contractors and managers) who are subject to performing duties governed by the FTA.

A clinic audit is performed twice yearly to ensure all guidelines are being met. Personnel responsible for the collections and administering the alcohol test are checked for up to date certification and qualifications.

Transdev's Employee Assistance Program (EAP) is available for assistance and treatment for Drug and Alcohol related illnesses. This program complies with FTA regulations and it is Transdev's policy to give all employees and their dependents an opportunity to receive help in recovering from Drug and Alcohol abuse or emotional problems by providing professional referral and counseling services and arranging assistance in a confidential manner through the EAP.



a) Provide an overview of the firm which the PROPOSER intends to use to perform the drug testing required of all safety sensitive employees. This shall include a profile of the firm, the services they intend to provide, and references for the work they provide. As a subcontractor to the PROPOSER, they shall also conform to all FTA and IDOT rules and regulations.

At our current DeKalb location, Transdev uses Physician's Immediate Care to perform drug testing for all employees; we will continue to use this facility for the DeKalb paratransit contract. This facility is located nine minutes from our office and handles all services related to our required Drug and Alcohol testing and conforms to all FTA rules and regulations needed for the test.

3) Identify procedures to handle hiring complaints to include the following:

a) Disadvantaged Business Enterprise (DBE) complaints which may be received by PROPOSER.

Currently, Transdev uses one Disadvantaged Business Enterprise, Capps Uniform Services, as a vendor. Transdev has never received any complaints from or regarding DBEs.

b) Equal Employment Opportunity (EEO) complaints.

Receiving an EEOC Charge of Discrimination

Management personnel are trained and expected to follow the following steps when there is an EEO complaint:

- Review the charge notice carefully. The EEOC "Notice of a Charge of Discrimination" informs that a complaint (a "charge of discrimination" or a "charge") has been filed. A charge is a complaint of discrimination, not a determination that discrimination has occurred.
- Transdev's Legal Department is contacted by the General Manager to discuss the charge and obtain all relevant documentation, etc.
- Follow the directions on the EEOC charge notice which may mean providing a response to the charge (a "position statement").
- We will review whether we should have a mediation or write a position statement. If we chose to mediate, we will not develop the position statement until after the mediation results.
- Respond to requests for additional information from the EEOC. The EEOC investigator may request documents, interviews, a conference, or an on-site inspection.
- The HRDs or the Legal Department will develop the position statement.
- Protect employees from retaliation. Ensure that the employee is not punished for filing the charge and ensure that employees are not punished for participating in an investigation.
 - o Retaliation is illegal, even if the EEOC concludes that the charge of discrimination does not have merit.
- Retain relevant documents.

c) Describe your procedures and standards for processing passenger and citizen complaints

Converting Customer Feedback into an Asset

It is estimated that 96% of unhappy customers never complain because they do not think it will make a difference or are not sure how to file a formal complaint. Even though unhappy customers often do not complain directly to the company involved, they frequently share their negative stories with friends, family members, and other passengers. Studies suggest that an unhappy customer will tell nine or 10 other people.

This word-of-mouth negatively impacts passenger perception of the system and ridership.

Customers who experience problems and complain give us an opportunity to correct the problem immediately, make necessary changes to avoid repeating the issue, and restore goodwill. We view complaints as an opportunity to convert passenger feedback into an asset. Passenger feedback allows us to:

- Identify areas of improvement for our passengers
- Solve problems we may not have been aware of
- Improve performance
- Turn unhappy passengers into satisfied customers

An important part of providing a high-quality passenger experience is giving each passenger a voice. We listen to our passengers' needs and perceptions and use their input to enhance service quality. Transdev encourages Operators during their training and throughout their service to provide Supervisors, Dispatchers, and Managers with insights gathered from passengers. Our Going for Care Training program includes developing solid communication and listening skills as a critical component of providing excellent customer service.

Three Commitments We Make to You Regarding Complaint Management

1. We commit to specific response timeframes.

- We will investigate and respond to each complaint.
- We register and process every single complaint conveyed to us.
- We assign each complaint to the appropriate staff with a response deadline.
- We monitor each case status and due date.
- We assign appropriate resources and people to solve complex cases.

2. We commit to providing passengers with relevant, quality responses.

- We train our staff members on the appropriate tone and language for both oral and written responses.
- We use clear and concise language.
- We provide information, supported by factual data whenever possible.
- We closely review responses before sending them out.
- We follow up to ensure that <<ClientName>> and its passengers are satisfied.
- We conduct a comprehensive investigation and review all events associated with the complaint.

3. We commit to improving service delivery, based on customer feedback.

- We involve the whole team, especially our operational team members.
- We focus on learning from each complaint and take actions to continually improve our service.

- We monitor customer feedback trends and highlight areas for improvement.
- We actively discuss reports and monitor action plans.
- We use proven report templates that are useful to our management teams and clients.

4) Provide evidence that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.

Transdev's status as the decade's long contractor for NIU's campus service and more recently as your fixed route contractor is a great benefit for the City and for Transdev. We propose leveraging the paratransit operations with our existing fixed route operation for the City of DeKalb and NIU services. With our team already in place in DeKalb, the need for a transition to a new contractor to meet the service start schedule is greatly minimized. This eliminates passenger confusion, employee concerns, and the potential issues that often occur during a transition.

5) Describe your understanding of the challenges associated with operating transit services on a university campus with a pedestrian intense operating environment and in a city or university of similar size.

As discussed earlier in our proposal, Transdev operates on several university campuses in the U.S., as well many highly populated urban environments with dense pedestrian traffic.

Our experience across the country and in the City of DeKalb provides the knowledge we needed to operate safely in a University environment. We know first-hand that the challenges associated with providing trips throughout the NIU campus must be met with a comprehensive training program, a constant focus on safety, and daily performance monitoring.

As NIU's partner with for more than 40 years, Transdev has extensive historical knowledge of Huskie Line's passengers and operating environment.

This safety approach is further enhanced with the implementation of the DriveCam system for coaching and safety improvement, previously described in this proposal, ensuring the best safety approach in such an intense pedestrian operating environment.

6) Provide a plan for how customer service will be managed, monitored, and sustained to help promote efficient and cost-effective paratransit service.

As previously described in *Question 3 c*, Transdev will carefully monitor our customer service and track customer complaints. We take every complaint seriously, even if it is not determined as "valid" as it reflects the passenger perception of these services. We realize we represent the City of DeKalb in everything we do, and if a passenger has a negative impression of these services, we work to make that impression a positive one.

7) PROPOSER shall present its process for evaluating disruptive passengers and standards that are used to ban or suspend a person's

riding privileges. Final decision will be a cooperative decision between the CITY and PROPOSER.

Transdev transports passengers with varying abilities and needs, and our teams recognize that disruptive behaviors may result from confusion, frustration, or even fear. As part of our customer service training, employees are instructed in active listening, recognizing passengers' emotional states and needs, and modifying their own behavior to de-escalate a situation.

We will follow the City's Rider's Guidelines prohibiting passenger conduct that is physically or verbally abusive or that puts other passengers or the Operator at risk. Passenger's riding privileges will be suspended in accordance with the City's guideline, and passengers who continue to display disruptive behaviors may be banned from service.



8) Describe the service performance standards you have established for this agreement and what internal (on-site) and corporate quality control programs will be used to ensure that service performance standards are met. Address the following specifics:

Service Performance Standards

The City of DeKalb seeks a contractor to provide service at levels that are higher than what are currently being experienced today, and Transdev is exactly that provider. Transdev will work tirelessly to meet the City's goal of 95% on-time performance within the 20-minute window. Additionally, we will work with the City to establish appropriate performance levels for the KPIs, including:

- Missed Trips
- Denials
- Passengers Per Hour
- Preventative Maintenance Inspections
- Vehicle Failures
- Average call wait time
- Maximum call wait time

Quality Control Plan

The term "quality control" means many things to many people. At Transdev, we take a broad view of quality control. Everything that we do, from the hiring of Operators to the cleaning of buses, must be performed with a focus on how it impacts our passengers and client partners.

Accordingly, our Quality Control (QC) program encompasses safety, operational excellence, maintenance reliability, training effectiveness, customer satisfaction, and system productivity.

Our QC Program allows us to determine whether we are performing above, at, or below standard and whether performance is trending up, down, or holding steady. We have developed the following programs and processes for measuring, monitoring, and improving the quality of the service we provide.

- Management staff to oversee QC program efforts in operations, safety and training, and maintenance.
- Data dashboards that enable effective measurement and monitoring of operational, maintenance, safety, and other aspects of performance.
- Internal and external methods for measuring and monitoring performance.
- An organizational commitment to continuously monitor and improve performance.

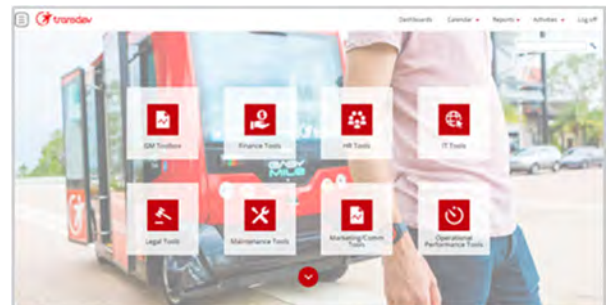
Dispatch Plan

To provide excellent customer service and maintain key performance standards, Dispatchers must constantly monitor and proactively react to service on the street. Utilizing our Vision Suite and Command Console software, our Dispatchers will manage exceptions to the schedules, quickly identifying and resolving issues.

Transdev's Vision Suite

Our Vision Suite helps us proactively manage daily service and uncover operational issues that impact performance. Included in Vision are:

- Scheduling and dispatching tools tied to user work-assignments, which streamline and optimize service management and monitor and maintain route health
- MDT tracking tools to maintain constant contact with vehicles on the road
- Optimization suggestions for scheduling of routes
- Analytical, statistical, and predictive data to assist in determining service trends

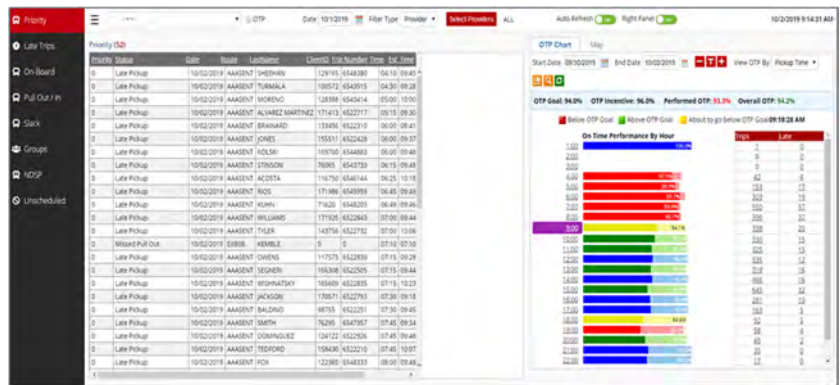


We recognize that the complexities of the service require unique tools for managing the City's services. Vision assists in effectively managing real-time daily operations, analyzing historical service, and helping staff make effective routing, scheduling, and dispatching decisions.

Command Console

Command Console (CC) is a scheduling and dispatching tool within Vision designed to bring key data points into a single workplace to manage all aspects of real-time service delivery for fixed route and paratransit service. This tool transforms the data into a more intuitive format to better identify areas of opportunity for improving and maintaining service performance, eliminating manual scanning processes within existing software.

Using an exception-based dispatching approach, Command Console quickly and easily identifies routes and events with alerts or exceptions to be reviewed, allowing Dispatchers to focus on and mitigate only those events which may negatively impact performance. With everything from high-level overviews, enterprise late monitors, and drill down details, Command Console brings all impactful operational data together into one useful workspace.



Priority Dashboard in Command Console

The Priority Dashboard lists high-priority events to narrow Dispatchers' focus and allow for quick issue resolution. This can be a customizable list of priorities. Most importantly, this screen can be configured to prioritize and show any of the available Detail Dashboards as listed below.

Within this home screen, Dispatchers have instant dashboard-access to a variety of operational metrics, including:

- **Current Productivity** – Productivity calculation for today's completed service
- **Current On-Time Performance** – On-time performance for today's completed service
- **Estimated On-Time Performance** – An estimate of on-time performance based on today's remaining service not yet completed
- **Projected On-Time Performance** – A projection of on-time performance using a combination of completed service and remaining service not yet completed.
- **Unscheduled Paratransit Trips** – A count of trips currently unscheduled
- **Late Trips** – A count of trips that are either estimated arrivals for departures
- **Slack Routes** – A count of routes that have usable slack time available
- **Idling Routes** – A count of routes that are idling or have not moved within a specified time threshold



Detail Dashboards in Command Console

Command Console's Detail Dashboards help staff focus their attention on resolving a specific operational issue. Each Detail Dashboard includes comprehensive data points related to the issue being reviewed, providing research, and troubleshooting data in one screen.

These Detail Dashboards include:

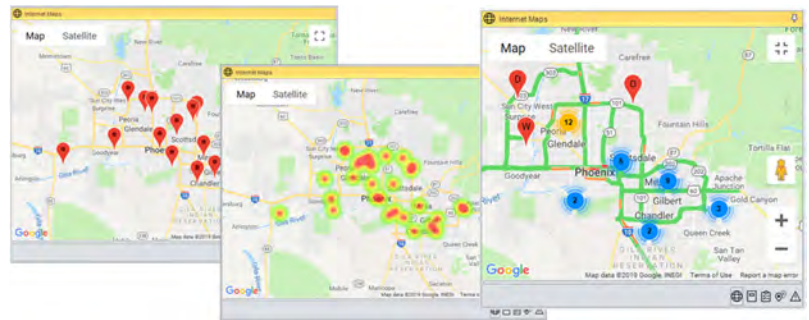
- **Late Trips** – Trips that are currently estimated to arrive behind schedule and are in danger of negatively impacting performance.
- **On Board** - Trips where onboard travel times exceed the comparable Google Transit travel times for the same trip on fixed route service.
- **What to Watch** – Operators and routes that have had consistently poor average performance and should be more closely monitored.
- **Slack** – Routes that have instances of slack, or idle time, in excess of at least 15 minutes. Displays these slack events both by route and by hour for all routes.
- **Groups** - Routes that have several riders picking up at the same origin address around the same time, on the same route.
- **Depot** – Routes that are scheduled to either pull out of base or pull into base, allowing for improved management of pay-to-platform ratios and greater overall insight into the daily timing and distance related to vehicles going into and out of service.

Additional Functionality of Command Console

The Command Console includes additional detailed monitors, accessible in a dashboard-like view. For example, the Communications Monitor allows for monitoring of communications between the Operator and Dispatcher via the tablet. Mobile Monitor tracks vehicles with GPS communication issues that prevent proper transmission of AVL data, as well as MDT devices that are no longer communicating entirely. As the dispatching team often helps to manage paratransit Where's My Ride call requests, we've also developed a mechanism within the Command Console to streamline this process, which can be quickly accessed from any monitor.

Mapping Service through Command Console

Transdev's robust Mapping Service API allows us to leverage real-time information from Google, which gives Dispatchers visual insights into our operations with points, heat maps, and cluster maps.



Microsoft Power BI

Our Vision Suite integrates with Microsoft's Power BI to provide access to critical information about accidents and incidents, including location, time of day, day of week, employee identification, seniority of the employee, the root cause of the accident, the number of safety incidents the employee has been involved in, etc.

This information enables us to quickly identify trends and develop action plans to prevent future incidents. We conduct quarterly reviews to ensure the accuracy of the data collected. Through Power BI, we track our overall safety performance in several areas and drill down to capture very detailed information regarding each accident or incident.

Making Trip Reassignments

As service circumstances change throughout the day, our Dispatchers are prepared to make trip reassignments when necessary, including under the following circumstances:

- **An Operator/vehicle is unable to complete their trip, including Operator or passenger injury or illness, disruptive passengers, accidents, stopped traffic, etc.** - Transdev's Extraboard Operators ensure trips can be covered in the event of a late Operator or Operator who calls off of work. Our Command Console technology monitors yard pull-outs and if any route fails to pull out on time. If an incident requires a route to be covered for a period, the Dispatcher will reassign any impacted trips to other routes.
- **A route is running late or is expected to run late** - Dispatchers will monitor route status and the scheduling software, and for paratransit service, move trips to maintain on-time performance. Transdev's goal is to move trips with enough time that the passenger is never impacted, but not so early that routes are revised unnecessarily. This is a balancing act, but as Transdev monitors same day trip cancellation and no-show patterns in the region, our Dispatchers can forecast when apparent lateness truly represents a threat to system performance.
- **A trip near the beginning or end of a route is canceled** - If a trip near the beginning or end of a manifest is canceled, Dispatchers check the trips that are scheduled to occur between the canceled trip and the end of the route to determine whether reassigning those trips would increase productivity. If by moving one or two trips, Transdev can eliminate unproductive service hours at the beginning or end of a route, we will do so.



Maintaining On-Time Performance

The key to maintaining the highest possible on-time performance is to properly adjust the back-end settings and continually monitor the software as trip dynamics change throughout the day. We operate an efficient service using the following methods:

- **Get the system speed right** – Traffic congestion, long trip distances, and geographic boundaries, such as freeways, make it essential to set system speeds correctly. If speeds are set too slow, service productivity suffers, and trips tend to run early. If speeds are set too fast, on-time performance suffers.
- **Build a strong paratransit schedule template** – A good scheduling schedule template is one that properly aligns service supply with trip demand by time of day and day of the week. By aligning the number of vehicles with the amount of expected demand, we eliminate capacity issues to maintain on-time performance. Proper alignment of service supply with demand promotes better system productivity. We then add projected deadhead time between the first pick-up and last drop-off and add time for pre- and post-trip inspections to create Operator work assignments.

- **Assign paratransit trips correctly** – If scheduling software speed parameters are set correctly, and if the schedule template is good, staff can trust that the scheduling software will correctly schedule most trips. We will work with Reservationists to effectively negotiate trip times based on solutions offered by the scheduling software to maximize productivity and on-time performance.
- **Actively monitor service and manage capacity** – We train our Dispatchers to use tools in our Command Console to monitor service and identify and address potential problems with on-time performance. When a Dispatcher identifies a trip that may run late, he or she will determine whether to move the trip to another route or dispatch an Extraboard Operator.
- **Keep routes on-time** – Dispatchers confirm that Operators leave the yard on-time because routes that start on time are much more likely to finish on time.
- **Conduct Active Dispatch** – We train our Dispatchers to think of themselves as Air Traffic Controllers. They look at the service on the street as a whole and use the tools in the scheduling software and Command Console to monitor current and future service simultaneously. This allows them to identify potential problems early and resolve them before they become unmanageable.

“Wurk” – Monitoring Dispatch Performance

Wurk is our proprietary enterprise platform for managing and monitoring Dispatch staff’s work performance. Once a task is assigned to an employee such as Reservations, Scheduling, or Dispatch, key activities are aligned, recorded, and monitored into those functional areas. Transdev’s Wurk software was created to reveal the true performance of each team member, allowing greater visibility into an area previously unexplored in this industry. Performance reports along with an Employee Performance Score (EPS) are generated and are used for contract compliance, service level agreement monitoring, and overall employee coaching and training.



This tool creates a fair job proficiency measurement tool to identify top performers and can be used to create incentive and performance-based compensation tables. The scorecard allows management to quickly identify key areas for individuals or entire groups for focused training areas. The level of granularity provided in this software allows for greater control over how we can better meet service compliance and performance objectives by pinpointing the strongest and weakest individuals in each department.

In a single workspace, Managers are able to review multiple operational metrics of service for each functional department. While all departments serve various areas of the operations, they all contribute to the same four key operational goals: 1) High productivity and efficiency; 2) High on-time performance; 3) Federal regulation compliance; and 4) Positive passenger experience.

These goals define the basis of how employee performance is monitored and reviewed. In order to more accurately split out performance relating to these goals, our platform aligns employees not only to departments but also to “Wurk” Assignments within those departments. Each department has specific factors defined that contribute to the main goals above and are evaluated for each member of the department in determining performance. The data collected is displayed in various productivity reports and dashboards (by department, and employee, to better understand these reports with District staff as well.

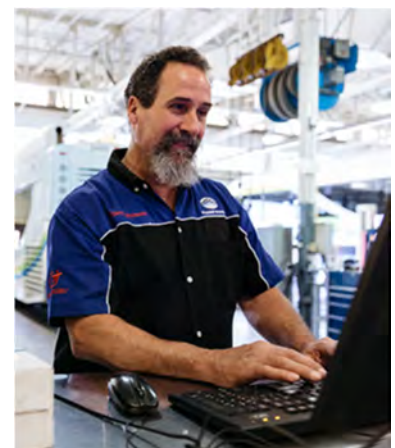


a) Describe any measures you propose to respond to vehicle breakdowns, accidents, railroad delays, and other service disruptions, including your plan for assistance for late buses and capacity constraints.

Quality control of on-street operations is the responsibility of our Road Supervisors. Safe, reliable, timely services are accomplished through the effective management of supervisory resources, including both resource deployment and performance management. Road calls are a form of customer interruption that Transdev strives to reduce. There are several mitigation efforts to curtailing road calls and service failures out in the field.

Prevention of Service Interruptions

Prevention of maintenance-related disruptions begins with our preventive maintenance program, designed to ensure that vehicles are properly serviced at regular intervals. The next mitigation activity is the proper use of pre-and post-trip inspections for identifying and correcting issues as Operators are starting or ending their day. Lastly, we review vehicle health to proactively resolve issues before they occur. When all three of these fails, we are unfortunately left with a service interruption. Transdev goes through certain steps to manage these and reduce them. Proper daily pre-trip inspections, daily service lane inspections and periodic preventive maintenance inspections are all designed to prevent buses from failing while in service. These processes combine to reduce the frequency of failures on the road.



Response to Road Calls

In the case of a deficient vehicle, we always attempt to act as quickly and safely as possible. A Road Supervisor is generally the first responder and their mission is to manage the care and safety of the passengers. They are directed to go immediately to the scene of the breakdown. In the event an unavoidable service interruption happens, our team performs the following tasks:

- When a road call occurs, the Operator will radio the Dispatcher who immediately notifies our maintenance department that a failure has occurred. To quicken the response time, our Lead Mechanics will always have a portable radio with them.
- The Maintenance Manager or Supervisor on duty will decide how to handle the situation. This eliminates the possibility of vehicle damage. The Maintenance Manager can send a Technician, request the Operator to drive the vehicle back, or send a tow truck after the disabled vehicle. Transdev then updates the vehicle status board with the road call information for that vehicle.
- The Technician will make the mechanical call on DeKalb equipment and the Dispatcher will make the passenger call. If the vehicle is unable to continue, Transdev will be responsible for directing a replacement bus to the location.
- To limit any inconvenience to the passenger, every effort will be made to detour a bus coming out of service to arrive at the location as quickly as possible. A Road Supervisor will be sent to any down bus to facilitate the safe transfer of passengers.
- When the vehicle is returned to our facility, the Maintenance Department checks and repairs the vehicle. The maintenance department completes the road call report. The road call report is turned into the Maintenance Manager.

During regular meetings between Operations and the Maintenance Departments information pertaining to road calls is discussed so that a common action plan is implemented to eliminate repetitive road calls. Monthly employee meetings with Operators and Mechanics reinforce these procedures.

b) Provide your approach to liquidated damages for performance failures, such as, but not limited to: failure to have safe equipment to meet schedule requirements; consistently late buses; missed trips; vehicle cleanliness; excessive breakdowns; etc.

We understand the importance of meeting and exceeding the performance standards set forth by the City in its RFP. These standards, and the liquidated damages associated with them, are in place to ensure the accountability of the paratransit provider and the quality of service delivered in the City of DeKalb. As your existing contractor, we know the demands of the system and the policies and procedures that must be in place to meet performance standards.



Our QC program is designed to monitor everything we do so that we can determine whether we are performing above, at or below standard and whether performance is trending up, down or holding steady. Most importantly, we track our operations to constantly work towards productivity improvements. Specifically, we focus on the following areas of service:

- **Providing safe equipment** – Transdev uses the RTA maintenance management software to track all parts and equipment used for the City's services. Through this system we have a comprehensive history for each piece of equipment which gives us the ability to complete proactive rather than reactive repairs. We stock appropriate equipment to ensure that repairs are completed timely and service is not disrupted.
- **Operating reliable, efficient services** – Using Command Console, Transdev's team will closely monitor service throughout the day to anticipate issues in service that may require changes.
- **Vehicle cleanliness** – Road Supervisors will be in the field monitoring both Operator performance and vehicle appearance. Maintenance Manager Tim Lyon regularly completes spot checks of vehicles and is on hand each morning during pullout to ensure that all vehicles meet cleanliness standards before entering service. All vehicle interiors and exteriors are cleaned on a daily basis.
- **Reducing breakdowns** – Maintenance Manager Tim Lyon closely monitors the maintenance program using the RTA software system to ensure that repairs are completed timely and that vehicles are not kept out of service for unanticipated repairs.

c) PROPOSER will present their normal criteria and minimum or maximum standards for evaluating performance of their drivers; call center; and overall system performance.

DriveCam – Evaluating Operator Performance

Transdev installs Lytx DriveCam on-board surveillance and eco-driving systems in all dedicated fleet vehicles and non-revenue vehicles for the operations we manage. These dashboard cameras use artificial intelligence to record continual video and save it to the cloud to eliminate the risk of loss of footage. Not only do they provide footage and information to investigate accidents after they have occurred, they also have sophisticated artificial intelligence capabilities to detect risks on the road and notify Operators with light and audio alerts.



The system identifies Operators with at-risk behaviors that we will coach and retrain. The system scores events based on a risk index that helps us identify and prioritize the unsafe driving behaviors that are most likely to result in serious crashes. This also identifies Operators most in need of help to improve their driving behaviors. The following chart shows the features of the cameras and how they increase Operator safety.

DriveCam Data

We use DriveCam video clips and data to show Operators exactly what they are doing right—and wrong—on the road. Using the data, we build comprehensive Operator profiles. We then meet with our Operators and show them exactly how they can improve their driving. By modifying any erratic driving behavior and bringing attention to even the smallest bad habits, we decrease the frequency and severity of collisions and related injuries. DriveCam recordings also provide unbiased evidence to determine fault and expose fraudulent insurance claims resulting in reduced claims and litigation costs.

Monitoring Operating Performance

As discussed earlier in our proposal, our internally developed Vision™ Suite of Technologies will enhance operational communication and assist us in monitoring our performance, including:

- **Command Console** – a scheduling and dispatching tool that brings key data points into a single workplace to facilitate Dispatchers managing all aspects of real-time service delivery.
- **“Wurk” Employee Scorecard** – a performance monitoring software that allows Managers and Supervisors to closely monitor individual Dispatch employee performance.
- **WebRisk** – **maintains** a complete database of employee credentials and background checks, as well as accidents and incidents to guide training efforts, notification and reduce accident frequency.
- **KPI Dashboards** – **display** operational performance at a glance. Our continual improvement process regularly updates our programs and makes the system better through key performance indicator analysis, training, and sharing best practices.
- **Microsoft’s Power BI** – allows us to quickly access critical pieces of information regarding each area of the operation. Using this information, we are proactive in identifying trends and developing action plans to prevent future incidents across many service areas.
- **Transdev Operations Management (TOM)** performance system gives our managers the tools, industry best practices, and information to create optimal system performance. The TOM System is a management software that supports scheduling employees, maintaining payroll, tracking hours and time off, and monitoring system efficiency. This performance management resource arms our local leadership with specialized tools, industry best practices, and information to drive optimal performance. It allows General Managers to quickly view our operations and determine improvements we can make. We will customize the system for DeKalb paratransit to target key performance indicators.
- The **ETA Spot app** provides flex route vehicle tracking and data collection on service accuracy, service performance, and safety. The app includes reporting tools to monitor and continuously improve on-time performance, efficiency, and passenger satisfaction. This is the same system currently used in our DeKalb fixed-route operation



9) Describe your firm's overall safety program for this project.

At Transdev, safety is at the heart of everything we do. We:

- Recruit employees with safety in mind
- Train with safety in mind
- Evaluate and measure with safety in mind
- Analyze with safety in mind
- Build a “safety first” attitude and teaching our employees to operate with this mentality.

Our Safety Policies and Procedures Manual provides the foundation of our safety program. We work diligently to create a safety culture, investing significant resources in training, employee development, incentive programs, and annual safety audits. Transdev is committed these three right steps to provide safe operations:

Uncompromising Health and Safety

It's our highest priority and sets us apart.

- **Right Focus:** Safety requires daily attention and systematic processes, and we maintain a strong safety presence throughout our facilities.
- **Right Response:** When incidents or accidents happen, we have detailed protocols for responding, investigating, reporting, and analyzing the incident.
- **Right Preparedness:** We have plans in place to deal with any emergency, and a training program that ensures all employees are prepared for emergency situations.

Right Focus - Maintaining a Safety Presence

Fostering a safe environment requires vigilance and attention — 365 days a year, 24 hours a day. From Day One, we make safety a priority and adopted the mindset that it is a continual process of training, reminding, and following up multiple times a day in multiple ways. Our commitment to building a strong safety presence in every facility and among every group of Transdev employees sets us apart in the industry.



There are three ways that we emphasize safety to our employees:

- **Facility- and policy-focused safety:** Safety begins on day one of the job, and is a constant thread running through training, communication, and employment policies.
- **Safety incentive programs:** We have developed several programs that reward employees for safe behavior.

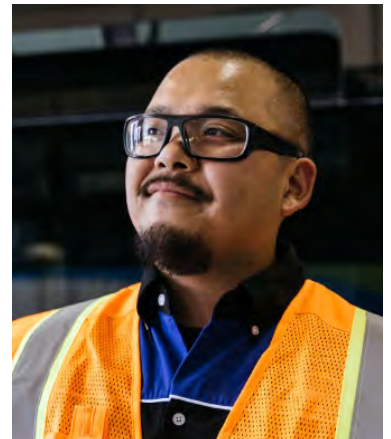
- **DriveCam technology to improve safety:** DriveCam has helped us reduce accidents while decreasing fuel usage and other costs.

Facility and Policy Focused Safety

Safety Reminders

We keep visible and tangible safety reminders throughout all Transdev facilities, using every opportunity to push safety to top-of-mind for all employees. Some of our initiatives include:

- **Messaging:** We spread the message of safety both verbally and in writing, across various mediums:
 - o Supervisors make safety messages and announcements several times each day.
 - o We have printed safety message on floor mats, posters, flyers, and notices
 - o We post news articles on bulletin boards
 - o We maintain a safety communication board
 - o We have a cloud-based digital messaging system at each location that can be updated daily or even hourly. This large LED display can show corporate safety messages as well as information on specific, location-based campaigns for safety improvement.
- **Visuals:** Our visual reminders of safety are easy to spot, and include: Photographs, Accident trend maps, Safety slogans, and A Perfect Safety Day counter
- **Physical reminders and policies:** We keep our spaces safe by:
 - o Incorporating high visibility striping and safety chains for potentially unsafe areas
 - o Requiring personal protective equipment (PPE) in designated safety areas or whenever performing safety sensitive work.
 - o Using safety cones to mark off danger areas and/or use a spotter whenever backing or maneuvering in tight locations
 - o Prohibiting the use of personal electronic devices. We require employees to store their personal phones in the off position in their locker or grip. We have a zero-tolerance policy and regularly audit employees to ensure full compliance.



Mandatory Safety Meetings

To keep safety at the forefront of employees' mind during their workday, we hold regular safety meetings to discuss safety concerns and address specific issues. Our safety meetings are:

- Mandatory for all operations employees
- Short, tightly focused, and agenda-driven

- Focused on sharpening two-way communication with employees
- Helpful for explaining new safety initiatives and fostering overall discussions about safety
- Ideal for handing out safety awards that recognize employees who are exemplary in their safety practices

Mirror Check Stations

There are as many as 12 blind spots on a bus, and the best way to eliminate them is to correctly adjust the vehicle's mirrors. We have mirror check stations in every Transdev facility, making it easy for Operators to check their mirrors every day. They simply use set reference points to line up their mirrors correctly just before they pull out.

Hot Spot Maps

Operators must know the danger spots, so they are prepared to slow down and react to them in a safe manner. We post highly visible "Hot-Spot" maps in every location, identifying road hazards and intersections deemed most dangerous. We construct these maps using information from ride-alongs and Operator feedback. Hot Spot Maps are critical for reducing accidents.

Safety Incentive Programs

Transdev takes a creative approach to improving safety and are always looking to be inventive and interesting—whether through competition or recognition—to keep employees engaged and focused on safety. We have created a handful of proprietary safety incentive programs aimed at increasing awareness and decreasing unsafe behavior. With these programs, everyone benefits.

The Perfect Safety Day Initiative

Transdev's Perfect Safety Day initiative focuses on building upon daily achievements and increasing ownership of the safety program. The definition of a Perfect Safety Day and our daily goal will be:



- Zero preventable motor vehicle accidents
- Zero passenger/pedestrian injuries requiring transport to a hospital
- Zero OSHA-recordable employee injuries

Focusing on successes, our local Safety and Training Manager will encourage, equip, and empower each team member to be an active part of achieving the Perfect Safety Day. Locally, each location tracks their Perfect Safety Days on a scorecard and continues to build on their successes. This program has instilled a new way of thinking about our locations. Every day is a fresh start, and every action and communication is an opportunity to improve over the prior service day. When set goals are achieved each team celebrates their successes.

Our DeKalb fixed route location has achieved 547 Perfect Safety Days since the contract started in January 2019.

Million Miler Program

We created the Million Miler Program to honor Operators who drive one million miles without a preventable accident. This equates to about 12 years of driving in heavy city traffic without a preventable accident. This is a truly remarkable accomplishment.

Safety Blitz Program

Our regional and corporate safety managers developed the Safety Blitz program to address safety-related trends and challenges in underperforming locations. The Safety Blitz is a 24-hour, all-out safety “onslaught.” From the first trip out of the yard to the last, members of our local, regional and corporate safety teams coach, encourage, and motivate Operators to focus on safety.

We theme our Safety Blitzes, such as “Wipe Out Side Swipes,” (a beach theme) or “Safety-Palooza,” (a music theme). This makes it fun for employees and helps reinvigorate them about their role in keeping the roads safe. Locations serve food, play games, and offer prizes. Safety Blitzes are high energy. They get employees talking to one another, foster a sense of competitiveness, and most importantly, they work. We track performance pre- and post-Blitz, and safety improves following Blitzes.

300:29:1

Developed by American engineer H.W. Heinrich in 1931, this foundational principle underlies behavior-based safety programs around the world. According to the 300:29:1, for every 300 unsafe behaviors that are performed, there are 29 minor accidents and one serious accident. Although the exact ratio varies by behavior, the heart of the theory is that unsafe behavior patterns always lead to a major accident.

The idea is that eliminating minor unsafe acts dramatically reduces minor accidents that could lead to a major accident. We use this important principle to educate employees to pay attention to every action they take because even seemingly trivial acts can accumulate and result in an accident. We teach our employees to identify and stop committing even the smallest unsafe acts, such as occasionally following too close, using signals a moment too late, and taking a turn a little too quickly.



Right Response: Managing Accidents and Incidents

As an organization committed to safety, we aim to prevent accidents from happening in the first place. But when they do happen, we have protocols that help us handle them in the right way. Above all, we want to make sure that everyone involved stays safe and, if there are injuries, that they get any medical attention they need. We also want to minimize inconvenience for passengers.

From beginning to end, we manage accidents and incidents thoughtfully and thoroughly, focusing on four things:

- **Responding** quickly and appropriately.
- **Investigating** to learn what happened, which includes documenting everything carefully.

- **Reporting** the details to everyone who needs to know.
- **Analyzing** what happened to see if it was preventable, and if we need to retrain the employees involved.

Each member of the team has a distinct set of responsibilities when an accident or incident happens. The Operations, Safety, and Maintenance Departments all work together to ensure that we coordinate our response with the City and emergency personnel and keep passenger disruption to a minimum.

Operator Responsibilities

- In the event of an accident or incident, the Operator will stop the vehicle and notify Dispatch immediately. They must do this if the vehicle collides or comes into contact with any type of object or pedestrian, no matter how slight or minor the accident, and whether or not damage occurs.
- Operators and Road Supervisors are issued a Critical Incident Protocol card defining a critical incident and offering handling advice and telephone contacts.
- Operators are not permitted to leave the scene of an accident or move the vehicle until released by proper authority. Operators must take action to keep passengers and other involved parties protected from further injury.
- Operators involved in a FTA reportable accident must undergo post-accident drug and alcohol testing.

Dispatcher Responsibilities

- Dispatcher staff will determine the severity of the accident and notify the appropriate emergency, fire and police authorities.
- Dispatcher staff will notify the appropriate Road Supervisor, based on availability and AVL/GPS location in proximity to the accident (as provided by their tablet). Depending on the severity, the General Manager and/or General Manager may also respond.
- Dispatchers will then track the progress of the Transdev respondents towards the accident and will communicate to first responders as necessary.



Transdev First Responder Responsibilities

The Road Supervisor and appropriate individuals will travel to the scene and conduct a thorough investigation of the accident. This includes:

- Completing a report via tablet
- Speaking to customers and recording them via video or tablet recording
- Taking photos of the scene with their tablet
- Sending information to the General Manager and General Manager with pertinent information as needed

All vehicles are equipped with complete accident investigation kits. At a minimum, these kits include:

- Tablet for reporting and photographs
- Reflective vest
- First aid kit
- Body fluids spill kit
- Map
- Backup accident forms
- Backup Customer Comment Cards when recordings are not allowed or available.

Road Supervisors at the scene must review and approve any statement of facts or events prior to submitting it to the police as part of a police report.

City Notification

In the event of a major accident and /or one where injuries are involved, we will notify the City, and provide all the details we know. As we learn more details and take appropriate actions, we provide updates. We will report, in writing, any incidents of misconduct to the City within one working day of the incident. However, if the incident involves an injury or accident, we will provide a written report on the day of the incident.

Accident Report

The Road Supervisor will complete a thorough Vehicle Accident Report on a tablet computer. This report will:

- Include the necessary forms, photographs, and statements—all of which will be saved to a shared file and immediately accessible to our management team.
- Be completed and submitted as soon as possible, but no more than 24 hours after the accident occurs.
- Include comprehensive information about the accident and Operator involved, other vehicle(s), passenger conditions and witnesses to the accident.

Post-Accident Training

Our Manager will review the accident details to determine if the accident was preventable. We will complete this review as quickly as possible. We provide post-accident training to employees involved in a preventable accident, tailoring the training to address the root cause of the accident. This training will include, at a minimum, one hour of Behind-the-Wheel instruction. Employees must complete post-accident training prior to returning to driving duties.



Right Preparedness: Managing Emergencies

As previously discussed, our goal is to deal with any emergency in a calm, professional, compliant way. We have several plans in place to help us be able to do that.

Security and Emergency Response Plans

Security Plan

Transdev strives for continuous improvement in emergency and incident preparedness and response. This only works if each transit employee has the right training in security awareness, behavioral awareness, surveillance, response procedures, and self-protection. We will be responsible for providing verification that employees have received training, including National Transit Institute Transit Workplace Safety and Security and Terrorist Activity Recognition and Reaction training programs.

Emergency Response Plans

Transdev will maintain a comprehensive System Security and Emergency Preparedness Program Plan for our DeKalb operation. In accordance with the FTA's guidelines, this information is considered highly safety sensitive, and can be provided upon request .

a) Provide information on the number of NTD Reportable Events submitted by the PROPOSER and its parent company in the last five (5) years for five (5) similar size systems, including but not limited to:

i) A fatality confirmed within 30 days of the event

ii) An injury requiring immediate medical attention away from the scene for one or more persons

iii) Property damage equal to or exceeding \$25,000

iv) Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle

v) An evacuation for life safety reasons

Location	2015	2016	2017	2018	2019
Transdev Services, Inc.	663	777	706	759	673
DeKalb Fixed Route	0	0	2	3	5
Essex County, NJ	0	1	4	3	10
Bridgeport, Ct	0	0	5	0	2
River Parish, LA	0	0	0	2	0
Fulton County, GA	N/A	N/A	7	8	7
Jefferson Parish, LA	4	7	12	8	5

b) Provide the proposed General Manager's last five (5) years of NTD Reportable Events history.

Manager	2015	2016	2017	2018	2019
Proposed General Manager Melissa Ohrwall	0	0	2	3	5

c) Provide information on best practices used to keep passengers and general public safe during operations including an example of a System Security and Emergency Preparedness Plan or similar document.

System Security Emergency Preparedness Plan (SSEPP)

As previously discussed, Transdev's System Security Emergency Preparedness Plan (SSEPP) is an operating document used to achieve system management's security goals and objectives.

It provides guidelines for ensuring the maximum level of security for all passengers, patrons, employees, and others using DeKalb's transportation services and facilities. All employees will adhere to the requirements of the SSEPP. Included in the appendix section is copy of our SSEPP manual.

For additional detailed information about our Security and Emergency Training processes, please refer to the earlier *Section III. Operating Methodology 1) d).*

10) Provide the security procedures and fare collection/monitoring program you will use for this agreement.

Transdev will work with the City of DeKalb to ensure that our personnel understand and adhere to the fare structure for the service. Transdev Operators will be effectively trained on the fares.

Operators will require each boarding passenger to pay the required fares. At the end of each route, the Operator will deliver the fares to appropriate Supervisor or Manager on duty for secure storage in the operations facility. On a daily basis, all fares will be reconciled with each route. At least once per week, Transdev will deposit fares to the specified account and financial institution established and agreed upon by Transdev and the City.

We will establish policies and procedures for fare collection for the City's paratransit service at the start of the contract. We can adjust and modify these procedures, as necessary.

a) Describe fareboxes that will be used including fare security procedures.

Fare Collection Procedure

Transdev will provide each Operator with a pouch in which to keep fares collected from passengers. Since we know who is transported and how much revenue we should collect, the fare collection technique allows us to reconcile fares effectively.

Operator Procedures

- The Operator will recognize via manifest information those passengers who have paid their fare from their account at the time of scheduling their trip. Those who have not pre-paid the fare will be expected to pay a fare when boarding.
- Operators will note the fare paid and will put any fares collected into the pouch issued for this purpose.
- Operators will follow City of DeKalb policies for No Fare policy concerning passengers who cannot pay a fare, especially those who are returning to their origin and may be stranded as a result of not paying a fare.

Cash Counting Procedures – General Procedures

- Transdev will be responsible for strict internal controls for collecting, securing, and depositing of all fares collected. All records relating to passenger fares are subject to audit by the City or its designated auditors.
- Cash collected will be counted and reconciled against manifest data to validate the amount required.
- Two employees are always present when the cash is counted for security purposes.
- Discrepancies between cash expected and cash received will be investigated by the Manager on duty when the Operator returns for duty.
- Fares will be stored in a safe, access to which will be strictly limited. Keys to the safe must be signed out/in with a senior manager.
- All fares will be deposited into a designated bank account within two business days of the fare boxes being emptied, unless otherwise mutually agreed.

Reporting Procedures

- Transdev will submit a daily, weekly, and monthly count of fare media received as directed by the City of DeKalb. Fare non-payments shall be reported as part of the monthly reporting process.

11) Describe types of vehicles and the fleet-specific maintenance plan you will use for the City owned fleet in this agreement. Address the following specifics:

As the largest multi-modal provider of public transportation services in North America, Transdev has experience operating a variety of vehicles, including the vehicles that are part of the fleet for this project. Our plan for a proactive and preventive maintenance program is included on the following pages.

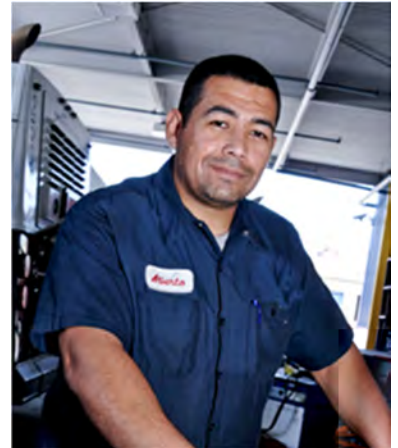
a) Describe your strategy for maintaining overall reliability, safety, and attractive appearance for the buses.

Maintenance Program

Transdev manages, operates, and maintains more than 12,000 vehicles throughout North America, at 200+ locations, all networked by a central server. Our automobiles, buses, and vans are powered by a variety of fuels, including gasoline, diesel, propane, CNG, biodiesel, hybrid electric, and electric-powered sources.

At our core, Transdev believes that mobility makes life better. However, that only works if your vehicles are in good working order. Our maintenance program provides:

- **Everyday reliability:** We help you get passengers where they need to go now.
- **Fleet reliability:** We ensure you can get passengers where they need to go tomorrow.
- **Safety:** When we are maintaining your vehicles, we assume responsibility for their safety and efficiency.
- **Positive customer experience:** We aim to create a positive impression for passengers, from the Operator to the temperature to how clean the seats are.



Transdev has developed several proprietary systems that allow us to save time and money for our clients. We combine human skill with a tight workflow process and the latest technology to meet and exceed expectations in every area:

- Fleet inspections
- Preventive maintenance inspections
- Vehicle cleanliness
- Maintenance management information system
- Quality assurance
- Inventory control
- Alternative fuels

You need to get people places, and we provide the process for how that happens, safely and without fail, day-in and day-out.

Fleet Inspection Program

Transdev's Fleet Inspection Program prevents inconsistencies in vehicle maintenance and cleanliness. We maintain the fleet through daily vigilance and a systematic approach, which includes:

- Daily Operator inspections
- Maintenance review

- Manager oversight
- Careful documentation of all repairs
- Transparency and easy access to information

Daily Vehicle Inspection Report

Transdev's Daily Vehicle Inspection Report (DVIR) is a 50+ point inspection that Operators conduct each day to ensure all vehicle systems are operating properly.

The DVIR protocol has several steps to ensure consistency:

- Operators complete the DVIR each day before they depart from the facility.
- Maintenance staff collects and reviews the DVIRs to determine if repairs are needed.
- Maintenance Mechanics create a work order and attach the DVIR to the shop work order, which becomes the official documentation everyone involved can track.
- Once completed, the Maintenance Manager makes sure all repairs are completed and fully documented, including parts and labor. Safety is the highest priority and we do not clear vehicles for revenue service until all safety items are corrected.

[illegible]

Preventive Maintenance Inspections

Transdev has a plan for your fleet, and it starts with preventive maintenance. We know that it is always preferable to prevent a problem than to repair it. Our Preventive Maintenance Inspection (PMI) program helps us:

- Increase cost savings for our customers
- Decrease vehicle downtime
- Ensure the safety of all vehicles
- Provide consistent service for passengers

We create a customized maintenance plan for each location, considering specific fleet types, climates, local operating conditions, and special requirements. We tailor our program to your needs, but key components always include:

- Comprehensive inspections of all Operator and passenger features
- Major system inspections (brakes, HVAC, wheelchair lift/ramp, fluids, tires)
- Rigorous standards
- Thorough documentation

Technician Responsibilities

Transdev's highly trained Technicians are key to the strength of our PMI program. Technician responsibilities include:

- Complete an inspection checklist form and the appropriate documentation in our maintenance management system
- Identify all defects found for repair
- Complete all identified repair work
- Document repairs
- Sign PMI forms

PM Inspection Basics

At every PMI, we inspect:

- The vehicle's safety systems, such as brakes, steering, and air systems
- The basic passenger and Operator features
- The fare recovery system

The inspection tasks increase at the "B", "C" and "D" levels. Plus, Transdev has developed specialty PMIs within these sub-component areas:

- "E" Engine Tune-up
- "H" HVAC Inspection
- "T" Trans Service
- "V" Valve Adjustment. All engine and transmission fluids are maintained according to the OEM specifications and standards.

We carefully track vehicle mileage, so we know when a vehicle is ready for a mileage-interval inspection.

- We record vehicle mileage at the time of refueling and enter into RTA, our maintenance management information system.
- RTA tracks the mileage of each vehicle and automatically schedules the vehicle for the required PMI.
- PMIs are then scheduled at non-peak service hours to ensure minimal disruption to service.

Inspection Documentation

Unlike a PMI checklist used by some vendors, Transdev's inspection method clearly identifies not only what is to be inspected, but also how to perform the check and the results of the inspection. This ensures a more efficient, effective process.



We use four inspection forms, each of which are contained in the Transdev Maintenance Manual. The inspection forms identify:

- Unit being inspected
- Odometer reading
- Work order number
- Mechanic performing the inspection
- Mechanic responsible for identifying and correcting defects
- Time spent on inspecting and time spent on repair
- Each task to be performed and the standard to which the inspection is to be performed
- Whether the unit has passed or failed inspection (each step is given a Pass/Fail rating)

We perform a wheelchair lift or ramp inspection at each PMI, which includes the following service points:

- Overall condition
- Electrical wiring
- Decals
- Mountings and supports
- Platform and platform attachment parts
- Platform rollstop
- Control pendant
- Vehicle interlock
- Handrails
- Main lifting pivots
- Inner rollstop
- Hydraulic power unit

In addition to the above service points, we also:

- Clean, lubricate, and check hydraulic pump fluid.
- Clean the lift or ramp with mild soap and water, then dry thoroughly to protect painted surfaces.
- Inspect lift pivot points prior to lubrication, and then lubricate at the hinge, torsion springs, knuckle links and platform tie-rods with either penetrating oil or a dry lubricant (graphite) based on manufacturer recommendations.

Fluid Analysis Program

Regular fluid analysis helps us detect problems, prevent catastrophic failures, and ensure we are being efficient with lubricants and fluids. Specifically, we:

- Take engine oil samples at all oil drain intervals and ship to the laboratory within 72 hours.
- Test each oil sample for fuel dilution, total solids, water, antifreeze, viscosity, and neutralization.
- Include with each test the history of the three most recent samples on the report, allowing us to compare data and observe any trend developing.
- Take appropriate action based on the results and recommendations from the analysis report.
- Properly document and file all vehicle records.



Tire Management

Because tires are among the most safety-critical components of a vehicle, Transdev takes special consideration for inspection and maintenance. We strictly adhere to the following program:

- We do not allow a vehicle to enter service or to continue in service with tread depth readings of less than 4/32" on steer tires and 2/32" on drive tires.

- A ribbed tread design is used for all axles; an aggressive pattern may be used if operating or geographic conditions warrant. Lug tires will not be used.
- Before every scheduled run, we visually inspect all tires for signs of sidewall damage, irregular wear patterns, missing valve caps, and low inflation.
- We check, record, and correct tire inflation pressure and tread depth if necessary, at each PMI interval, or more often if warranted by operating conditions. We maintain tires with a goal of evenly matched inflation pressures and tread depths as much as possible.

Maintenance Management Information Software

Transdev collects an enormous amount of data about vehicles, parts, repairs, warranties, and other information. Our maintenance staff are experts at analyzing and slicing that data to do our job better, save our clients time and money, and ensure passenger safety.



Using the Ron Turley and Associates (RTA) Maintenance Management Information System helps us improve the quality of maintenance services, enhance reliability, increase productivity, and minimize downtime. RTA allows us to be as efficient as possible, while still maintaining a high standard of quality for fleet repairs. Specifically, through RTA we can:

- Produce vehicle inspection and repair schedules for the PMI program
- Ensure on-time compliance
- Maintain vehicle histories
- Track fuel, oil, and other consumables
- Manage parts inventory
- Oversee Mechanic labor
- Share all this information with clients

How the RTA System Works

The RTA system maintains a comprehensive history reporting for each piece of equipment in the fleet. Want to know when the last brake job was done? It is in RTA. Want to know how many of these alternators have been installed and on which vehicles? It is in RTA.



Whether you are looking for a basic historical or cost report or a more complex analysis, RTA stores every transaction done to an asset for the life of the asset and provides reports to pull the data out. If there is a question as to what, when, where and who RTA stores it in the system for instant retrieval at any time.

RTA has six modules to aid in maintenance control:

1. **Vehicle Inventory:** Keeps track of all fleet information such as history, current vehicle status, and scheduled maintenance; provides for file updating, future service scheduling, and cost tracking.
2. **Work Orders:** Plans and schedules PMIs; creates work orders and invoices.
3. **Parts Inventory:** Tracks inventory and generates requisitions for parts to be reordered; tracks core and warranty parts; provides failure statistics; includes report forms.
4. **Fueling:** Tracks inventory, accounting, and consumption of fuel; calculates fuel taxes and vehicle cost per mile.
5. **Tires:** Tracks inventory; compiles “cost per mile” reports to compare manufacturers.
6. **Operator Verification Reports:** Allows employees to record information from pre-trip vehicle inspections.

VMRS Codes

We use Vehicle Maintenance Reporting Standards (VMRS) codes to enter every work order into the system. This is how we can analyze trends, track defective parts, and generally slice and dice data. We can easily pull a report of historical repairs by VMRS code, filtering by vehicle, sub-fleet, or the entire fleet. We do not waste time searching for a needle in a haystack. We can find what we need immediately.

Vehicle Files

In transit maintenance, records are everything, and we take immaculate care of our vehicle history files. This includes dates and details of all corrective maintenance, preventive maintenance inspections, all safety and pre- and post-trip inspections, work orders, repair records, and records of any accidents in which the vehicle was involved. You want to inspect them? They are available to clients at any time.

Vehicle maintenance record files contain, at a minimum:

➤ Make, model, serial number, license number, fleet number	➤ Completed DVIRs in chronological order by bus number (with retention for three months)
➤ Date placed in service and life miles	➤ Oil analysis reports
➤ Rebuilds and major component replacements	➤ Road call reports
➤ PM Inspection reports and audits	➤ Brake meter test results
➤ Repair orders with a copy of the Daily Vehicle Inspection Reports (DVIR) if applicable, including warranty repairs	➤ Component change-out records
	➤ Opacity tests
	➤ Vehicle accident reports

Maintenance Reporting & Analysis

Transdev recognizes that our clients are dealing with balancing capital budgets and allotting expenses. We want you to have the information you need to plan accordingly for fleet replacement. That is why we provide detailed maintenance reporting and analysis. Transdev benchmarks several key indicators to measure the performance of the fleet, including:

- Miles between road calls
- Cost per mile
- Percentage operable air conditioners
- PMI currency
- Staff hours/PMI
- Fuel efficiency
- Inventory turnover
- Inventory value/vehicle
- Repeat work statistics



We provide clients with real time access to all RTA maintenance software information through our central server. You see exactly what we are doing, when we are doing it, as well as the results of our efforts.

Maintenance Quality Assurance and Oversight

Transdev's Quality Assurance process tests the work of our local staff on very important aspects of our clients' fleet maintenance.

We believe that quality performance is the responsibility of each manager and employee. Like safety, it is not the responsibility of any one individual but of the group collectively. It is achieved by creating a quality culture supported by established proper processes and procedures to ensure the desired outcome.

Four Step Maintenance Quality Process

Vehicle maintenance quality is monitored through a four-step process:

- 1. Scheduled PMI** – The first step in this process is the scheduled PMI. During the scheduled PMI, the Mechanic assigned will thoroughly inspect the vehicles and facilities for all defects, no matter how minor they may seem.
- 2. Vehicle Quality Assurance Audit** – The second step in this process is the vehicle QA audit which is performed by the Maintenance Manager on at least 20% of all PMI inspections completed. This step is intended to raise the awareness and competence of the Mechanic performing the PMI inspection to continually improve the quality of our PMI execution.
- 3. Quality Maintenance Audit** – The third step in this process is the Quality Maintenance Audit. This audit is comprised of several areas including vehicle inspection, vehicle records inspection, and implementation of the supervisory QA audit process. The purpose is to ensure that the overall program continues to improve through trend analysis and implementation of new best management practices.

4. Annual Regional Audit – The final step in the Transdev Maintenance QA program is the Annual Regional Audit process. The Regional Maintenance Manager or Director performs a series of inspections and verifications of the completed processes at the facilities, including results of the Quality Maintenance Audit described above, to ensure that all Transdev QA processes and procedures are being followed.

ACER Lean Management

Transdev's maintenance approach is based on the principles of the ACER lean management approach. ACER is an acronym for its four pillars: **A**dding customer value, **C**ontinually improving, **E**liminating waste, and **R**especting people and the environment. ACER focuses on the management of people and establishes a culture rooted in practical thinking and eliminating unnecessary tasks. The processes we have established through ACER have resulted in clearer communications, unambiguous expectations, organized and safe workspaces, and more effective management support for employees.



ACER is simple to use, creates a structured process, engages employees, is scalable, and has a proven track record of success. The principles behind ACER are that individuals collectively know how best to reduce waste in terms of materials, reduce the time spent performing tasks, and improve the quality of outputs to eliminate repeat repairs. By using a team approach to problem-solving, eliminating layers of management in the decision-making process, promoting transparent communication among the team, and redesigning the physical space in a shop, we can improve outputs, reduce waste, and eliminate unnecessary cost.

Warranty Program

If your assets have warranties attached, Transdev will make sure you get the most out of them. It is simple with our RTA system, which tracks warranties for OEM, engine, transmission, and aftermarket replacement parts, automatically flagging warranty items. The system then creates a claim, and collection begins on that claim. We use aging reports to help follow up with the claim process and collect from vendors.

We also work with you and with vehicle manufacturers to manage the delivery and acceptance of any new fleets and any issues relating to the performance and reliability of any new equipment.

More specifically, Transdev takes responsibility for:

- Ensuring comprehensive new vehicle acceptance inspections, installation of additional equipment, sign-off of acceptance, and coordination with the Training and Operations departments prior to releasing the vehicle for service.
- Assisting our clients and vehicle manufacturers in finding solutions to fleet defects identified through the shake-out period.

- Tracking and evaluating manufacturer solutions to fleet defects for acceptable performance and reliability.
- Training Maintenance staff on new equipment consistent with manufacturer recommendations.
- Conducting performance research and analysis on vehicles and systems to improve performance and improve efficiencies.
- Managing component training processes provided through the manufacturer.
- Identifying potential warranty claims.
- Tracking the time and materials used for repair of warranted items.
- Processing claims in a manner required by the manufacturer.



b) Describe the maintenance staffing plan including the number of mechanics, differentiation of mechanic's duties, and support personnel for the maintenance program. Explain the rationale for mechanics/bus ratio and mechanics/revenue-mile ratio.

Staffing

For this contract we are adding 1 full-time A Technician, 1 full-time B-technician, 1 full-time utility worker, and 1 part-time utility worker. These team members will work side-by-side with our existing fixed-route maintenance staff, under the supervision of our Maintenance Manager, to provide outstanding maintenance to the City of DeKalb under both agreements.

Rationale for Mechanics/Bus Ratio and Mechanics/Revenue-Mile Ratio

The rationale for our ratios is based on decades of operating transit services for the City of DeKalb, combined with our experience operating paratransit systems of similar size and scope across the country.

Maintenance Staff / Qualifications & Duties

The following maintenance positions describe the minimum qualifications and activities expected of each maintenance-related employee.

A Technician— must demonstrate exceptional skills and be capable of making all diagnostic tests and repairs on or to any vehicle or equipment assigned to the transit property. Such work shall be performed in a highly competent manner and without supervision, and he shall be qualified to accept the responsibility of supervising and training (when assigned) maintenance employees in a lower classification.

B Technician—must be capable of making diagnostic tests and any repairs on or to any vehicle or equipment assigned to the transit property with little or no supervision.

Utility Worker – shall be responsible for cleaning the interior and exterior of any vehicle, buildings and grounds and other cleaning duties as required. Additionally, will be able to operate service vehicles with no supervision.

c) Describe the bus and equipment maintenance program and the maintenance record-keeping system will you use for this agreement.

As previously mentioned in our Maintenance section, Transdev uses RTA maintenance software, which provides vehicle inspection and repair schedules for the PMI program, ensures on-time compliance, maintains vehicle histories, tracks fuel, oil and other consumables, and manages parts inventory.

d) Provide typical preventative maintenance schedules for the bus fleet that will be used in DeKalb. (Refer to page 41 for Vehicle Information.)

OEM recommends preventive maintenance inspections (PMIs) be completed every 6,000 miles for the standard use of the DeKalb paratransit fleet. Transdev uses local and national analysis to identify trends and predictive maintenance to enhance the fleet utilization. Lubrication analysis and wheelchair inspections are performed 6,000 miles with each service PMI.

e) Describe internal and external cleaning schedules and procedures for the bus fleet.

The vehicles are often the first and last impressions that the general public in the DeKalb area will have of the system. Transdev holds its vehicles to the highest standard of cleanliness and maintenance, ensuring that all passengers receive a comfortable and enjoyable ride. Because appearance is a key to providing world-class customer service, Transdev has made the commitment that our vehicles will be clean, and free from damage inside and out. We require each vehicle to be inspected by a member of our team on a daily basis. This assures that the Operator is consistently presenting our vision to each customer.



CDC Compliant Cleaning Protocols

Transdev is committed to keeping the fleet clean, inside and out. As a result of the COVID-19 pandemic, we have also implemented strict, CDC-compliant cleaning protocols. We will complete the following tasks at the frequencies as shown.

Cleaning Activity	Frequency
<u>Interior</u> • Clean all windows and window tracks • Clean mirrors and glass surfaces • Clean wheelchair securement hard points, straps, and hardware • Wipe dashboard, gauges, and all hard surfaces that are not swept or mopped • Clean steering wheel	Daily

Cleaning Activity	Frequency
- Wipe off all seats, front and back - Sweep/vacuum and mop floor and step areas, including the driver's area, behind wheelchair lifts, and under seats - Remove all gum - Empty trashcans - Clean all poles, stanchions, and barriers - Vacuum or blow out wheelchair ramp tracks - Remove any tape, trash, dirt, and debris, from floor, walls, poles, and barriers - Wipe down all walls and rear A/C filter grate - Replace damaged, peeling, and fading decals	
<u>Interior</u> - Detail cleaning of driver area, driver seat, all seat belts, and dash area - Wash and clean wheelchair ramp/lift, wheelchair ramp/lift area and doors, passenger door/mechanism areas, front and rear stepwells, and doorways	Bi-Weekly
<u>Interior</u> - Fabric seats shall be cleaned using professional upholstery cleaning equipment - Detail cleaning to seats, seat frames, flooring, step areas, lighting areas, ceiling, walls, panels, barriers, stanchions, driver's area, wheelchair lift/ramp area, doors, etc.	Quarterly
<u>Exterior</u> - Wash full exterior of vehicle (including top) - Front of bus (including, but not limited to, head sign glass and area, windshield(s), mirrors, hood, and bike rack), back of bus, body panels behind wheels, and any exterior area of the bus not properly cleaned by bus wash shall be scrubbed with soap and water prior to entering bus wash - Wheels and hubs shall be cleaned and brought to an "as new" condition - All chrome (typically bumpers) shall be cleaned and water spots removed - Bike racks shall be scrubbed with soap and water prior to entering bus wash	Daily or every other day as necessary
<u>Exterior</u> Wheels shall be painted or detailed as appropriate	Quarterly
<u>Exterior</u> - Deep clean all exterior painted surfaces - Remove all hard water spots from all glass and painted surfaces - Wax and polish	Semi-Annually

f) Describe your experience maintaining vehicles purchased with Federal Transit Administration funds.

Transdev is the largest American multimodal transportation provider, and most of our projects are federally funded. Most of our operations include maintenance fleets procured with FTA funds, and our Maintenance, Operations, and Management teams are well versed in regulatory requirements and operational standards for these fleets.

g) Describe your strategy for separating Urban maintenance personnel time and labor from other potential services performed on-site.

As Transdev uses the RTA software, it will be a simple matter to assign the correct coding to each work order. This will allow us to show a separation of maintenance personnel time and labor for each of the services. Reports can be generated to provide the City transparency in this matter.

An advantage to Transdev's approach to leverage our existing maintenance shop and personnel is that there can always be extra coverage when needed to deal with maintenance on the fleet. And as time and components are able to be tracked specific to each vehicle in the fleet, the City can rest assured that accurate maintenance reporting will be generated.

12) Provide a description for how communications and information management will be provided to include the following:

a) Describe the level of technology that will be used on buses including, but not limited to, fareboxes, automated vehicle locator, cameras, tablets, etc.

Transdev will use video recording from the DriveCam on-board surveillance and eco-driving systems in all vehicles. These dashboard cameras use artificial intelligence to record continual video and save it to the cloud to eliminate the risk of loss of footage. Not only do they provide footage and information to investigate accidents after they have occurred, they also have sophisticated artificial intelligence capabilities to detect risks on the road and notify Operators with light and audio alerts.

The following chart shows the features of the cameras and how they increase Operator safety:

DriveCam Features	
➤ 4G enabled video event recorders and high-resolution video ➤ 100 hours of continuous recording	➤ Ability to elect and report on individual behaviors ➤ Provides clearer view from dashboard

DriveCam Features	
➤ Immediate remote access to video ➤ Multiple browsing speeds for easier viewing ➤ Up to four auxillary cameras ➤ Ability for managers to view live feeds during security events and emergencies ➤ Tracks Operator behavior and vehicle mile per gallon performance to help improve fuel efficiency	➤ Coaching of drowsy and distracted Operators ➤ Identifies over 60 root-cause behaviors ➤ Triggers videos when Operators exceed posted speeds, perform rolling stops, and change lanes ➤ Automatically batches coaching clips for individual Operators ➤ Identifies top five Operators and behaviors, along with performance trends for each

Each vehicle will be equipped with an Android tablet which will contain the Ecolane MDT and AVL software. This device will provide turn by turn directions to the Operator and will provide exact vehicle location to the dispatch team.

b) Refer to the Equipment and Vehicles List on pages 40 and 41 for Equipment Information.

Transdev understands the equipment that the City provides, as well as the equipment that we must provide for these services.

13) Explain the transition plan to ensure operations can begin by the intended start date of January 1, 2021. Address the following concerns and expectations:

a) Minimize the incidence of problems in the course of assuming the responsibilities of the existing provider.

The keys to Transdev's many successful transitions are a strong team, a robust plan, clear and uninterrupted lines of communication, accountability, flexibility, and extensive corporate resources.

Our corporate and regional staff members have successfully managed the transition of many transit services and are well versed in what is involved in a seamless, efficient start up. So why is this important? Transitions proceed at a pace unlike any other period of a contract's life. It requires extensive coordination of a diverse array of resources.

Transdev is the current provider of the fixed route and NIU shuttle service for the City of DeKalb and our facility is established and management team is in place. This will eliminate potential transition challenges associated with assuming the responsibilities of the existing provider. Additionally, we have performed many transitions using Ecolane software and will use our established best practices

Transition Timeline

Please refer the end of this section for a chart that details the transition tasks and timeline we have identified for the paratransit services. This detailed Gantt Chart timeline shows the activities to be performed, when they will be performed, and who will be responsible for completing them. This level of detail is essential for us as a management tool, and we are confident that it will give the City the ability to effectively monitor our progress toward an on-time and effective start-up. Transdev will use the Power BI data analysis tool to track our overall performance and drill down to capture very detailed information on all start-up activities.



Transition Communication

One of our first transition activities will be to set up several “Meet Transdev” meet and greet sessions. The purpose of these sessions will be to put a face and a name to Transdev. We will offer refreshments, provide videos and literature on Transdev, and have representatives of our local management team answer questions prospective employees may have about Transdev and our proposal. More importantly, we will bring in Operators and Technicians from our other Transdev locations, including current Operators for the fixed route system, to participate in the sessions. These employees, all of whom have experienced a transition in the recent past, provide a one-on-one exchange between employees who were in the same position of transitioning employers. The honest discussion and answering the hard questions helps reduce employee anxiety over the changes to come and reassures employees that change can be positive.

We will schedule a regular weekly meeting with City staff and plan and conduct outreach events to educate passengers. Transdev’s Regional Vice President Ron Bushman and his team will immediately meet with the DeKalb team following contract award to finalize the transition plan and establish a schedule for weekly meetings. During these meetings, we will monitor progress and resolve any issues and concerns. Our transition plan is built around the following major tasks:

- Employee recruitment and retention
- Employee training
- Labor relations
- Fleet inspection
- Implement new technology

Community Outreach

Transdev will also work with the City to develop a comprehensive communications plan to discuss the transition openly and honestly with all stakeholders. In addition, we will conduct community outreach to educate the public about service changes and new technology, such as the My Transit Manager passenger app and My Agency Portal for agencies who are large trip generators.

Corporate and Regional Support

While the daily management of service is a local team effort, transitions are the efforts of an entire corporation. We are fortunate to have extensive experience in this area, with each department well trained in knowing what needs to be done and how to get there.

Key members of our corporate start-up team include the following task leaders:

Area of Focus	Resource	Title
Operations	Ron Bushman	Regional Vice President
	Rafeh Haider	Area Vice President
Maintenance	Ed Remly	National Maintenance Manager
Safety & Training	Matt Weinberg	Regional Director of Safety
Purchasing	Sam Doshi	Sr. Director of Purchasing
Recruitment	Marrett McLeod	Regional Director of Human Resources
	Charles Bretz	Talent Acquisition Manager
Benefits	DeeDee Hanc	EVP Benefits, Comp & HRIS
	Marcie Meyer	Director of Benefits
IT Network	Andre Zardini	CIO
Operations Software	Christopher Bryan	Vice President of Business Solutions
Labor Relations	Patricia Day	Senior Director of Labor Relations
Environmental	Michael Olsen	Director of Environmental Services
Marketing/Customer Service	Mitun Seguin	VP of Marketing & Communications
Regulatory Compliance	Ted Koerth	Assistant General Counsel
Contract Execution and Proposal Compliance	Sean Powers	VP Business Development

Transitioning Employees

The success or failure of a transition is dependent on having enough well-trained employees ready for deployment with a positive attitude. Having the management team already in place through the transition period makes everything run more smoothly.

Hiring Incumbent Employees

Our strategy for recruiting employees includes making employment with Transdev as appealing as possible, communicating with current employees regularly, and providing a flexible training schedule to minimize service disruption.

Based on our experience and commitment to offer competitive wages and benefits, we anticipate many of the existing workforce will choose to stay with the City's paratransit services. This means that we will be responsible for recruiting for, hiring, and screening these individuals. These tasks will be completed with support from our Regional Safety and Training and Human Resources Directors with additional support from corporate support staff.

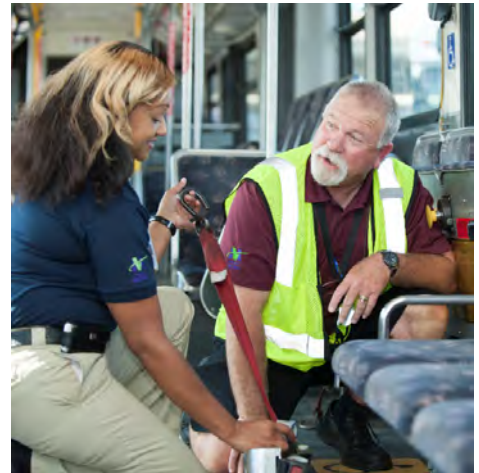
- **Attracting Incumbent Contractor Employees** – It is Transdev's expectation and desire to fill as many open hourly and supervisory positions as possible with qualified current employees. There will be a need, however, to recruit new employees as well. We will establish a recruitment center to accommodate the application process for new employees. We will schedule multiple job fairs at times when Operators are available and we will have staff on hand to accept applications, to review submitted applications for completeness, and to answer questions. Based on the results of these efforts, we will be able to determine the number of new employees we will need to attract
- **Attracting New Employees** – Transdev has expended a considerable amount of effort to develop a package of compensation and benefits that will attract and retain the right employees. Our methods for generating a quality pool of candidates includes referrals from current employees, recommendations, Veterans outreach, job fairs, targeted outreach on-line and through social media.
- **Intake** – Once any individual has submitted an employment application, Transdev will review the application for completeness and then review it for compliance with company standards and contractual requirements. All employees are required to meet the qualifications required of those employees in a safety sensitive position.



Once an employee meets the minimum criteria and is considered a good hiring choice, we will make an offer of employment, which is contingent on the applicant's ability to pass a pre-employment drug screen and a DOT physical. Transdev will follow drug and alcohol screening procedures as approved by FTA.

Tracking and Compliance

As any Human Resource Manager will tell you, the onboarding of employees sounds much easier than it is. The process requires not only the completion of an application but also supplemental forms, payroll information, verification documentation, training documentation, uniform distribution, contact information and much more. Transdev uses iCIMS, a talent management and recruiting tool, to track each applicant's status through the screening process. iCIMS tracks each individual applicant, stores his or her critical application information, and monitors progress through the process. This tool will ensure that we can verify the completion of critical steps in the onboarding process, including pre-employment drug tests, physicals, reference checks, license verification and background checks. The system also automatically produces our EEOC reports and ensures our compliance.



We also use our iCIMS Talent Recruiting Database to make applying on-line easy and convenient for existing or new Operators. We will have a computer at our recruiting location to enable applicants to easily submit applications.

Transdev's Corporate IT staff will be responsible for implementing the system along with Christopher Bryan who will ensure systems interface effectively.

Training During Transition

During the transition period, we will need to provide a significant amount of training for all employees in a short amount of time. This training will run along two tracks: training for current employees and training for new employees who have not worked in transit.

New hire employees will follow the full training program outlined in the training section of this proposal. Current Transdev employees will receive recertification training on key aspects of the operation.

A transition creates a unique opportunity to redefine standards and reset the expectations we have for all employees and to reinforce their training. Considering this fact, Transdev will use the training period during the transition to define the expectations we hold for all Transdev employees. We also propose to meet with DeKalb to identify any other issues which may need to be reinforced during this training.

Topics we expect to cover during this training will include:

- Steps for completing all required employment paperwork including applicant and I-9 information, health benefit enrollment forms, license validation, drug screening and any other forms required to be included within a full employment record.
- An overview of Transdev and our Code of Conduct, our rules and policies, and our "Managing within the Law Seminar" for management employees
- A detailed review of our safety policies and procedures including railroad crossing safety, accident reporting, and traffic laws.

- Reinforcement of customer service skills including customer service, ADA and sensitivity training.
- A review of operating rules and procedures including pre-trip inspections, check in/out procedures and more.
- An on-road safety evaluation and follow-up training as necessary for any employees who will transport passengers or move vehicles.

Because transition-related training requires employees to take time away from their typical duties, and because the out-going contractor must still provide service in accordance with its own contract and your expectations, Transdev will work with the out-going contractor to schedule all refresher training sessions so that employees can receive training in small groups which meet on different days of the week and weekends and at different times of day. We will never require large numbers of employees to attend training at the same time. We will also not hire any employee who fails to remain with the incumbent contractor until the transition date for the project.

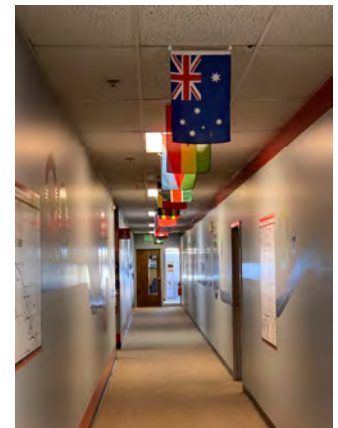


Transdev Culture – Care for Our Employees

From motivational posters to opportunities to meet the transition team, we will begin to infuse the Transdev culture of employee care at the start of the transition.

Activities that have yielded success include:

- Creating a team comprising personnel from Maintenance, Dispatch, Operations, Customer Service, and Utilities to form a cultural committee. The team would meet regularly and discuss ideas to introduce the different cultures represented in our workforce through special events such as potlucks and international fairs.
- New team members would rotate in every six months to continually gain fresh perspectives and insights.
- Acknowledging our workforce's diversity by hanging flags for each nation represented by our employees. The flags would be prominently displayed, as they are at our Denver operation, shown in the photograph.



Transition of the Fleet

Transdev has developed a proven vehicle inspection process for transitions that includes mutual inspection of the fleet. As defined in the process, the inspection will involve three steps: records inspection, visual inspection, and turnover inspection.

Records Inspection

We will request the opportunity to review a history of vehicle servicing and repair of the fleet prior to the next step of the process. It will be Transdev's responsibility to review these records to determine if potential deficiencies have occurred or if there appears to be a pattern of failures that may need to be reviewed through the inspection process.

Visual Inspection

Transdev Maintenance staff, along with their current contractor counterparts, will inspect each vehicle. We suggest a meeting among all parties to review the Vehicle Acceptance Check List to have concurrence on the front end among all parties to avoid potential disagreements once the inspection process has begun. It is important that the acceptance Check List reflects the standard to which the current contractor will turn over the fleet and Transdev will be expected to maintain it on a going forward basis.

The inspection will focus on safety checks for brakes, air systems, tires, fluid levels, broken glass, body damage and other items included in the Vehicle Acceptance Check List. During the inspection process Transdev will take photographs of each vehicle documenting the condition of the vehicle at the time of the inspection.



Transdev has developed a tablet-based electronic inspection process to facilitate the process. The tablet can be built on the inspection form agreed to by all parties. The electronic inspection allows us to document the condition, take photographs, create a "To Do" list and organize the data in a virtual vehicle file that can be shared among all parties. The tablet also allows for each party to apply their electronic signature as approving or disagreeing with the result.

The data can then be organized so the City can review all areas of disagreement and efficiently evaluate the defects and make the appropriate call as to whether a repair is justified. The tablet also allows documentation of follow-up inspections and final acceptance. The fleet inspection will occur during the first 30 days of the transition period.

Turnover Inspection

Upon completion of the first inspection, both parties will sign off that agreed upon repairs have been made. On the evening of the turnover, a quick visual inspection will be made to ensure no new damage has occurred. At this point all parties will reach a mutual agreement that the vehicle is being turned over in a condition consistent with the RFP and Transdev assumes responsibility for maintenance from that point on.

Should additional repairs be required, Transdev will either reserve a maintenance bay for the current contractor to complete the repairs or Transdev will complete the repairs themselves and invoice the current contractor for the work performed. We have transitioned many fleets with our competitors and generally have not had issues with such an arrangement.

Technology Software Transition

Transdev has been in the business of mobility for over 100 years and we have learned the kind of resources our management teams and clients need most. What distinguishes Transdev and highlights us as a leader in this industry is our investment in our future by investing in our people and infrastructure demanded by our operations. We have assembled some of the industry's best talent and technology to create and support the infrastructure of our proposals. Relevant to this project are Transdev employees like Vice President of Business Technology Christopher Bryan with his expertise in Ecolane.

Christopher and his team of paratransit systems experts are responsible for analyzing and improving the performance of all operational processes and software applications. This responsibility includes the provision of support to those locations which use scheduling and dispatch software programs such as Ecolane. Christopher, alone, has been involved with over 100 paratransit software installations and understands each step needed to ensure a successful transition.

We propose this to involve:

- **Project Kickoff** – During this initial phase, the roles and responsibilities of each party will be defined to guide the project from this phase through client acceptance, with Transdev and the incumbent provider verifying client files and scrubbing them as needed. A detailed transition schedule will be developed once the availability of all parties can be determined.
- **Software Implementation Phase** – This phase begins with Transdev installing and testing its version of the required backend software. All required computer equipment is installed and configured. The project team members will identify the versions, and modifications that need to be made for the versions to work together. Any additional software customization is identified in this phase, and a plan for development is created.
- **Project Management Oversight** – Following a verification that all versions and standards are met, any remaining issues or deficiencies will be documented by the project team and resolution plans will be defined for each party. This phase ensures that everyone involved is confident that the data migration is effective and meets the project's requirements.
- **Pilot Phase** – The pilot phase is a live system test using a subset of the entire fleet. The purpose of the pilot is to complete end-to-end testing of the system under real-life conditions so that any remaining issues may be identified and addressed. Limiting the number of vehicles used in the pilot simplifies troubleshooting and ensures the mobile data hardware and software is operating as expected, before the entire fleet is mobilized. A resolution plan will be developed to investigate and resolve any remaining issues. The training of Dispatchers, Road Supervisors, and other staff will occur during this phase.
- **Rollout Phase** – We anticipate a period during which Transdev, and the incumbent staff, will transition prior to the operational turnover; this will account for trips scheduled up to two weeks in advance.

During these phases, our Business Technology team will be available to oversee the project, evaluate existing scheduling and routing parameters, and optimize the base schedules used for paratransit operations.

Addressing Common Transition Issues

Planning and experience are the keys to mitigating transition risks. Creating and maintaining an open and honest dialog with the City will help identify issues before they become problems.

Transdev is confident that we can address any issues that could arise during the start up. Anticipating problems and risks identifies potential threats and allows us to create alternative approaches to keep the project timeline on track. The following table identifies some risks, and the plans we will take to resolve them if they occur.

Challenge	Resolution
Vehicles Not Available for Training	If we are not able to work with the incumbent contractor to use client vehicles for training during the transition, we will lease appropriate vehicles to conduct training as required.
Lack of Operators	Transdev will develop optimal Operator runs/schedules based on schedule parameters to determine the number of runs we need to fill and the number of new Operators we need to hire, well in advance of service start. Immediately upon notice to proceed, Transdev will start an aggressive recruiting campaign. Transdev has the corporate resources to draw from other regions to assist in the training and development of new Operators or provide temporary qualified Operators in the case of a shortfall.
Improperly Trained Operators	We will train all new employees to Transdev and the City's standards.
Training Operators when DeKalb Vehicles are not Available	If needed, we will partner with our existing locations in the region to ensure that training for Operators will continue if DeKalb paratransit vehicles are not available.
Problems with New Technology	Transdev's paratransit software experts, Vice President of Business Technology Christopher Bryan and Director of Information Technology Jonathon Lampert will focus on implementing and troubleshooting technology.

Lessons Learned

With every transition, we learn more about what to expect the next time. After each transition, we conduct an extensive debrief with our participants to learn how we can do it better and more efficiently next time. It is in sessions like these that we adopted new processes like iCIMS talent management software and the organization of our weekly calls. Some of the major takeaways from previous transitions which we will apply are the following:

Managing the Fear Factor

Transitions can be considered a risky period for both employees and clients alike. They can also be viewed as an opportunity for renewal and a course correction. We have learned:

- **Resources and experience matter.** We make a point to talk about the experience of the individuals that will participate in a transition for a very good reason. Having been through a start-up or transition, one learns what to expect, who can be relied upon to deliver, what resistance they will encounter, and most importantly, how to deal with issues in order to get the job done. Experience matters. Paper resources and good intentions don't make a start-up successful.
- **You can never communicate too much.** Regular communication with incumbent employees lets everyone know what's going on. Weekly meetings with clients ensure everyone is kept abreast of progress and issues are raised and resolved quickly. Open lines of contact with the incumbent management and other providers makes sure service quality is maintained before and after the transition date.
- **Don't burn out the local team.** Service transitions require a very intense effort in a relatively short period of time. Burning out the local team before the day-to-day service effort begins is no way to start a contract. An investment up front in added technical resources insures a solid transition. Transdev proposes a staffing plan with budgeted resources to provide the additional transition management, recruiting, training, safety and maintenance resources necessary to support the transition effort.
- **Transparency is critical.** Transitions require a collaborative partnership among the incoming contractors, the City, the employees and the outgoing contractor. Honest, straightforward and transparent communication is key to ensuring issues are resolved quickly and effectively. No one has anything to hide. Put it all out on the table in plain sight for all to see and work together to achieve a seamless transition.

Post-Transition Follow-Up and Support

Here is what DeKalb can expect from Transdev during this time:

- The General Manager, Paratransit Manager, and all regional support staff involved in the start-up will be on site during the first week of service delivery to provide immediate assistance to DeKalb staff as needed.

- During the first week of service (and more frequently if necessary), General Manager Melissa Ohrwall will have daily contact with DeKalb to assess service performance to resolve any questions or issues.
- Regional Vice President Ron Bushman will be to assist in the transition

By the end of the transition period, Transdev expects to achieve the following milestones:

- Service performing consistently at or above the performance standards identified in the RFP.
- All policies and procedures fully implemented and fully integrated into all day-to-day business practices.
- All required data and reports provided per the requirements of the contract and clear procedures for gathering, reporting, and analyzing the data and reports fully integrated into day-to-day business practices.
- Transdev's day-to-day responsibilities fully implemented and occurring routinely.



Even after service starts, Transdev's corporate and regional support staff will be available to support the project and our local management team. Regional Vice President Ron Bushman will make himself and his staff of experts available any time a problem arises in which additional corporate support is needed.

b) Provide timeline and description on how you plan to have an adequate number of drivers, mechanics, and supervisors in place by January 1, 2021.

The success or failure of a transition is dependent on having enough well-trained employees ready for deployment with a positive attitude. Having the management team in place through the transition period makes everything run more smoothly.

Based on our experience operating in the DeKalb region for many decades and our commitment to offer competitive wages and benefits, we anticipate many of the existing workforce will continue to with the City's paratransit services. Please see the following page for a detailed timeline of transition events.

[illegible]

c) The aim is to have this transition occur seamlessly. The new agreement shall begin on January 1, 2021, but the transition period may extend before this period with agreement negotiated between the PROPOSER, the CITY, and current service provider. Proposer will identify one-time startup cost associated with the transition in the Price Proposal.

We know the City of DeKalb well. As a provider in this region for nearly 50 years, we understand the operating environment and the service area. Most importantly, we are your current contractor and will not require the extensive transition period that another contract will need.

The one-time startup cost has been included in our price proposal.

d) Provide assurance that the required service start schedule can be met, taking into consideration all existing and prospective commercial and government business commitments.

Transdev is committed to meeting the City's transition schedule and you have our assurance that we conduct a smooth, seamless start-up.

e) A PROPOSER that does not supply an adequate Transition Plan shall be deemed unresponsive.

Our comprehensive transition plan and schedule have been included in the Appendix.

14) If the Proposer has been the subject of an adverse finding, finding of non-compliance, fine, sanction or other disciplinary finding or action by the Department of Justice, the Equal Employment Opportunity Commission, a state human rights agency, a state attorney general, or any other federal or state regulatory agency having jurisdiction over disabilities or related claims within the last five years, describe and detail such finding or action.

Transdev's hiring and employment programs are fully compliant with EEOC and other regulatory agencies and have consistently passed any related audits.

As a large company operating multiple modes of transportation for hundreds of contracts throughout North America, we are occasionally been subject to audits and investigations from state and federal agencies. We have always fully complied and cooperated with any audit and investigation to resolve them quickly and to the satisfaction of all parties involved.

15) Provide a plan for managing Rural transit; regional fixed routes; taxi; app-based demand service; school bus service; charter service; and other transportation and non-transportation services while remaining compliant with federal/state requirements. Show how the non-compliant portion of the business shall be completely separated from all transit services provided as part of this agreement. Demonstrate how any FTA capital equipment or operating assistance purchased with FTA grant funds shall NEVER be used in the provision of Charter or other non-compliant services.

According to the FTA's Charter Service Regulations (49 CFR Part 604), local transit agencies are restricted from operating chartered services using federal grant assistance. Therefore, Transdev will not use equipment or facilities for charter services that have been acquired with the financial assistance provided through the FTA programs other than for those services which the FTA have deemed exempt from these regulations.

Upon receipt of any FTA funding, Transdev will execute a certification that our company will not use FTA funded vehicles, equipment, or facilities to provide charter service according to 49 CFR 604.



16) Provide a plan if PROPOSER will operate any school bus services from the DeKalb garage. It will show how the school bus portion of the business shall be completely separated from all transit provided as part of this agreement. If PROPOSER provides any school bus services, a plan shall be submitted to show it conforms to all FTA regulations as they relate to school bus services.

Transdev does not propose to operate school bus or any other transportation services from this garage that do not directly relate to the City's services.

17) The PROPOSER may submit additional information that will add value to the contract and the proposed operating methodology that will distinguish their proposal from other competitive proposals.

Innovative Technology

With the success and flexibility of the Ecolane system, we can extend our use of the platform include the system's add-on feature for on-demand booking of trips using a mobile app.

Looking Ahead: COVID-19 & the Transit Landscape – What's Next?

The global COVID-19 pandemic exploded into professional and personal worlds in the early months of 2020. We became familiar with terms like "shelter in place," "social distancing," and "essential workers," and Transdev's creativity, resources and skills were tapped to aid in community responses across the nation.

We immediately implemented strict, CDC-compliant cleaning protocols, issued PPE to our employees, and developed methods for Operators and passengers to social distance from each other. Transdev is also proud to have supported our clients' community efforts in transporting essential workers and hospital patients and delivering food and medications to those in need.

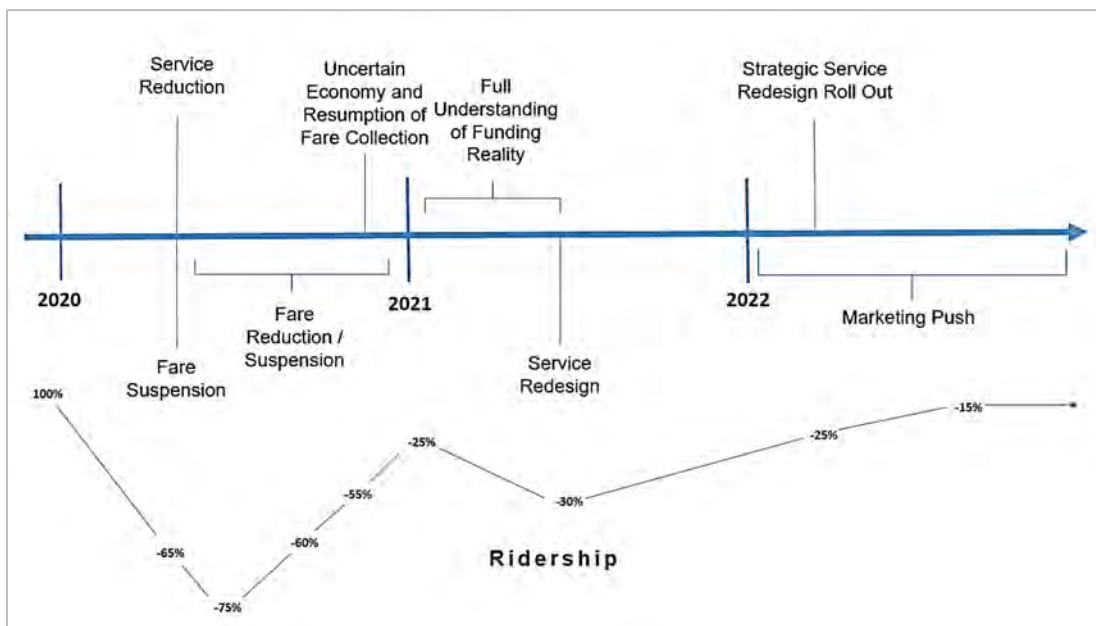
Our ability to be flexible and responsive has drawn us even closer to those we serve. While we are all unsure of what the future holds for the transportation industry, Transdev looks forward to collaborating with our client partners as we reimagine service models that will support transportation needs in the near and far future.



Timeline

Currently we are in a mode of *survival* with our client partners with respect to the impact of the pandemic. With most of the country staying home, passenger transportation in 2020 has been met with service reductions, fare suspension, and significant revenue loss. In the upcoming months of mid to late 2020, we face an uncertain economy. Passengers have slowly begun to return, we are seeing the resumption of fare collection, and a slow increase in ridership as passengers try to determine if they are comfortable using public transit once again.

The next stage in this process will be *adaptation*. As a trusted advisor to our client partners, we must work closely together to look ahead to early to mid-2021. It is in that timeframe that we predict we will gain a better understanding of new funding realities and passenger transportation patterns and needs. In mid-2021, informed by new actual data, we will need to reimagine and redesign service models, as well as anticipate an increase in ridership.



We believe 2022 will be the time for evolution of transit services for Transdev and our partner agencies. Passenger transportation services will begin rollout under a new, strategic service design that was informed by the previous year's data and collaboration. The rollout will need to be preceded by and later accompanied by, a marketing push to attract old and new passengers. We anticipate continual small gains in ridership for the rest of 2022. Transdev is committed to helping our client partners through the next phases of what public transportation will look like.

Ridership and Cost Impacts

Transdev has been reaching out to our clients and collecting information from recent industry surveys to better understanding our passenger attitudes and intents toward return to public transportation. We have found that at this moment in time:

- 70% of passengers state they are not comfortable returning to public transportation
- 20% of passengers say they will continue to work from home
- 30% of students say they will move to on-line classes this Fall
- 20% of companies will restrict employees from taking public transportation

Transportation providers and their contractors will need to take actions to reassure passengers that we understand their concerns and are committed to providing safe transportation.

Innovation Solutions

Transdev is exploring innovative solutions that will reassure customers, protect our employees, and accommodate flexible service models.

Innovation



Customer

- Touchless Systems
- Real-Time Bus Capacity
- Mid-Route Bus Cleaning
- Seat Reservation
- Schedules with Loads



Vehicle

- Full Driver Enclosures
- Touchless Fare Boxes
- Self Securement for Mobility Devices
- Real-Time Capacity MGMT
- Hand Sanitizer & Mask



Operations

- Remote Check-In
- Extra Board Operators
Converted to In-Field Protects
- Fluid Load Mgmt.
- Resource Flexing

A photograph of two women in an outdoor setting. On the left, a woman with dark hair in a bun, wearing an orange safety vest over a blue shirt and large hoop earrings, is leaning into the open door of a vehicle. On the right, a woman with curly hair, wearing a white top with a blue zipper detail and large hoop earrings, is sitting in the driver's seat of the vehicle, smiling and looking towards the first woman. The vehicle's interior and mechanical parts are visible. The background is slightly blurred, showing some greenery.

IV.
PROFESSIONAL REFERENCES

IV. Professional References

1) The CITY intends to contact some or all of the prior clients to seek information about performance and client satisfaction including evaluations. Provide the following:

a) Firm References: Provide references for all current paratransit and deviated fixed route service contracts/agreements. For each contract/agreement, include a name, telephone number, and e-mail address of a person able to attest to the work performed. Provide the number of peak buses and annual budget for each reference.

The following table contains a list of all Transdev's current clients/contracts.

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
Antelope Valley Transit Authority	Macy Neshati 42210 6th St, West Lancaster, CA 93534 (661) 729-2206 mneshati@avta.com	Fixed Route, Commuter	78	0	2006	13,654,000
Baltimore County Health Department	Lois Pusinsky 6401 York Rd, 3rd Floor, Towson, MD 21212 (410) 887-5512 lpusinsky@baltimorecountymd.gov	Paratransit	0	35	2007	4,000,000
Barnes Jewish Hospital (BJC Health System)	Margie Brine 4353 Clayton Ave, Suite 120, St. Louis, MO 63110 (314) 362-0760 mpb1555@bjc.org	Fixed Route, Employer Shuttle	20	1	1997	2,300,000
Boston Public Schools	John Hanlon 2300 Washington St, Roxbury, MA 02119 (617) 635-9643 jhanlon@bostonpublicschools.org	Student Transportation	0	773	2013	2,832,711
Bradley International Airport Connecticut Aviation Authority	Brian Baik 11 Schoephoester Rd, 3rd Floor, Windsor Locks, CT 06096 (860) 292-2040 bbaik@bradleyairport.com	Airport Taxi, Dispatching, Curbside Greeters	0	0	1982	400,000
Burlington Link Transit (Link Transit)	Mike Nunn 234 East Summit Ave, Burlington, NC 27215 (336) 513-5418 mnunn@ci.burlington.nc.us	Fixed Route, Paratransit	7	3	2016	885,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
Butte Regional Transit (B-Line)	Jon Clark Executive Director 326 Huss Dr, Suite 150, Chico, CA 95928 (530) 879-2468 jclark@bcag.org	Fixed Route, Paratransit	33	25	1987	7,700,000
Capital Area Transportation Authority (CATA)	Andrew Brieschke 4615 Tranter St, Lansing, MI 48910 (517) 394-1100 abrieschke@cata.org	Paratransit	0	72	2018	7,300,000
Central Contra Costa Transit Agency County Connection	Rashida Kamara Central Contra Costa Transit Agency 2477 Arnold Industrial Way, Concord, CA 94520 (925) 680-2098 kamara@cccta.org	Fixed Route, Paratransit	0	49	2019	6,450,000
Charleston Area Regional Transit Authority	Ron Mitchum 1362 McMillan Ave, Suite 300, Charleston, SC 29405 (843) 529-0400 rmitchum@ridecarta.com	Fixed Route, Paratransit	87	24	1999	14,397,343
City of Cincinnati	Travis Jeric 801 Plum St, Room 112, Cincinnati, OH 45202 (513) 352-5358 Travis.Jeric@cincinnati-oh.gov	Streetcar	5	0	2015	3,800,000
City of DeKalb	Marcus Cox 200 S Fourth St, DeKalb, IL 60115 (815) 748-2370 marcus.cox@cityofdekalb.com	Fixed Route, University Service	23	3	1971	4,300,000
City of Jackson (MS) JATRAN	Christine Welch 1785 Highway 80 West, Jackson, MS 39201 (601) 060-1909	Fixed Route, Paratransit	25	26	2019	4,314,841
City of Phoenix Public Transit Department - North & South Garages	Jesus Sapien Public Transit Director 301 North First Ave, Suite 1300, Phoenix, AZ 85003 (602) 262-7472 jesus.sapien@phoenix.gov	Fixed Route	350	0	1972	98,000,000
City of Phoenix	Albert Crespo 302 N 1st Ave Ste	Dispatch	0	0	2003	1,880,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
Operations Control Center	900, Phoenix, AZ 85003 (602) 262-4087 albert.crespo@phoenix.gov					
City of Phoenix Aviation Department (Sky Harbor International Airport)	Kimberly Brown, C.M. Phoenix Sky Harbor International Airport Phoenix, AZ kimberly.l.brown@phoenix.gov	Airport Shuttle	83	0	1986	14,000,000
Concord Kannapolis Area Transit	L.J. Weslowski 3600 S. Ridge Ave, Concord, NC 28026 (704) 920-5878 weslowlj@concordnc.gov	Fixed Route, Paratransit	10	8	2016	2,500,000
Denver Regional Transportation District (RTD) (Group 25)	Fred Worthen 1600 Blake St, Denver, CO 80202 (303) 299-2842 fred.worthen@rtd-denver.com	Fixed Route	110	0	2005	23,700,000
Denver Regional Transportation District (RTD)	Larry Buter 1600 Blake St, Denver, CO 80202 (303) 299-2842 larry.buter@rtd-denver.com	Paratransit	0	52	2017	8,500,000
Detroit Department of Transportation	Angelica Jones 1301 E Warren Ave. Detroit, MI 48207 (313) 833-7667 angelicajones@detroitmi.gov	Brokerage, Paratransit	NA	NA	2016	7,297,582
Detroit M-1 Streetcar	Paul Childs 7520 Woodward Ave. Detroit, MI 48202 (313) 528-3044 paul.childs@m1rail.org	Streetcar	6	NA	2016	4,100,000
Detroit Microtransit	Mark de la Vergne 2 Woodward Ave, Suite 1126, Detroit, MI 48226 (313) 224-6210 DLVergneM@detroitmi.gov	Microtransit	3	NA	2019	460,000
East Bay Brokerage	Laura Timothy 300 Lakeside Dr 16th Floor, Oakland, CA 94608 (510) 464-6446 ltimoth@bart.gov	Brokerage, Paratransit	0	NA	1995	5,400,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
Essex County, New Jersey	Michael Vieira 900 Bloomfield Ave, Verona, NJ 07044 (973) 395-8372 michaelmvsr@aol.com	Paratransit	0	33	2014	2,070,000
Fairfax Connector	Jeffrey Cox 4050 Legato Rd, Suite 400, Fairfax, Virginia 22033-2895 (703) 877-5687 jeffrey.cox@fairfaxcounty.gov	Fixed, Commuter	300	0	2019	78,170,000
Florida Polytechnic University	Raymond Galleno 4700 Research Way, Lakeland, FL 33805 (863) 874-8431 rgalleno@flpoly.org	Fixed Route, University Service	2	0	2016	150,000
Foothill Transit	Kevin McDonald 100 S. Vincent Ave, #200, West Covina, CA 91790 (626) 931-7201 kmcdonald@foothilltransit.org	Transit Store Operation & Bus Stop Maintenance	0	0	1999	1,900,000
Foothill Transit (Arcadia Division)	Kevin McDonald 100 S. Vincent Ave, #200, West Covina, CA 91790 (626) 931-7201 kmcdonald@foothilltransit.org	Fixed Route, Express, BRT	197	0	2014	54,000,000
Fulton County Senior Transportation	Penelope Greer 137 Peachtree Street SW, Atlanta, GA 30331 (404) 612-8666 penelope.greer@fultoncountyga.gov	Paratransit, Senior Services	0	51	2017	6,000,000
Gainesville Regional Transit Authority	Jesus Gomez 34 SE 13th Rd, Gainesville, FL 32601 (352) 393-7860 gomezjm@cityofgainesville.org	Autonomous Vehicle	2	0	2018	1,000,000
GoRaleigh	David Eatman 222 W Hargett St, Raleigh, NC 27601 (919) 996-4040 david.eatman@raleighnc.gov	Fixed Route	106	0	1988	409,482
Grand Valley Transit (Grand Junction)	Todd Hollenbeck 526 S. 6th St, Grand Junction, CO 81501 (970) 255-7168	Fixed Route, Paratransit, Dial-A-Ride	22	6	2017	3,500,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
	Todd.hollenbeck@me sacounty.us					
Greater Attleboro Taunton RTA	Mark Sousa 10 Oak St, 2nd Floor, Taunton, MA 02780 (508) 823-8828 msousa@gatra.com	Fixed Route, Paratransit, Microtransit	25	35	2004	306,005
Greater Bridgeport Transit Authority	Doug Holcomb 1 Cross St, Bridgeport, CT 06610 (203) 366-7070 dholcomb@gogbt.com	Paratransit	0	30	1999	2,400,000
Gwinnett County Transit	Karen Winger 75 Langley Dr, Lawrenceville, GA 30045 (770) 822-7407 karen.winger@gwinnettcounty.com	Fixed Route, Paratransit, Commuter	84	10	2006	10,800,000
Indianapolis Public Transportation Corporation (IndyGo)	Paula Haskin Indianapolis Public Transportation Director of Flexible & Contracted Services 1501 W. Washington St, Indianapolis, IN 46222 (317) 614-9208 PHaskin@indygo.net	Paratransit	0	75	2018	10,500,000
Jacksonville Transit Authority	Kenneth Jefferson 725 Leila St, Jacksonville, FL 32204 (904) 633-8532 kjefferson@jtafla.com	Autonomous Vehicle	1	0	2018	160,000
Jefferson Transit	Ninette Barrios 21 Westbank Expway, Gretna, LA 70053 (504) 256-2207 nbarrios@jeffparish.net	Fixed Route, Paratransit	41	22	1949	14,200,000
Lexington Transit Authority (Lextran)	George Ward 1500 Bull Lea Rd, Suite 100, Lexington, KY 40511 (859) 231-8324 george.ward@uky.edu	Fixed Route, Paratransit	61	49	2003	324,042
Liberty County Transit	Kenneth K Howard 115 East M.L King Jr, Dr, Hinesville, GA 31313 (912) 876.3164	Fixed Route	9	0	2010	607,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
	khoward@cityofhinesville.org					
Los Angeles County Metropolitan Transportation Authority	Sandra Solis 100 Gateway Plaza - Procurement Dept, 9th Floor, Los Angeles, CA 90012 (213) 922-7451 soliss@metro.net	Fixed Route	61	0	2008	12,450,000
Loudoun County Transit	Scott Gross 1 Harrison St SE, Third Floor, Leesburg, VA 20176 (703) 737-8086 scott.gross@loudoun.gov	Commuter	45	0	1999	5,259,072
Lower Hudson Transit Link (LHTL)	Dan Coots New York State DOT, Region 8, 4 Burnett Blvd, Poughkeepsie, NY 12603 (845) 431-7930 Dan.Coots@dot.ny.gov	Fixed Route	31	0	2018	4,535,575
Maryland Transit Administration	Kevin Quinn 6 Saint Paul St, Baltimore, MD 21202 (410) 764-7434 Kquinn@mta.maryland.gov	Paratransit	0	266	1988	24,000,000
Massachusetts Bay Transportation Authority	Ben Schutzman 10 Park Plaza, Boston, MA 02116 (857) 406-1897 bschutzman@MBTA.com	Paratransit Brokerage	0	0	2018	11,490,639
Milwaukee Streetcar	Jeffrey S. Polenske, PE Infrastructure Services Division DPW, 841 N Broadway, Room 701, Milwaukee, WI 53202 (414) 286-2400 jpolen@milwaukee.gov	Streetcar	5	0	2017	3,000,000
Mountain Metropolitan Transit (Colorado Springs)	Roger Austin, Fleet and Facilities Manager 1015 Transit Dr, Colorado Springs, CO 80903 (719) 385-7459	Maintenance	62	116	2016	3,151,313

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
	RAustin@springsgov.com					
Mountain Metropolitan Transit (Colorado Springs)	Brian Champion, Specialized Service Program Coordinator 1015 Transit Dr, Colorado Springs, CO 80903 (719) 385-7455 Brian.Champion@coloradosprings.gov	Paratransit	0	48	2019	4,454,000
Napa Valley Transportation Authority	Kate Miller 625 Burnell St, Napa, CA 94559 (707) 259-8634 kmiller@nvta.ca.gov	Fixed Route, Paratransit, Community Shuttle, Commuter	41	24	1991	8,000,000
Nassau Inter-County Express	Sharon Persaud Transportation Supervisor 1194 Prospect Avenue - Second Floor, Westbury, NY 11590 (516) 571-1775 spersaud@nassaucountyny.gov	Fixed Route, Paratransit	316	95	2012	130,525,669
State of Nebraska Coordination Center	David Jameson - Metro Area Transit Authority, 222 Cuming St, Omaha, NE 68102 (402) 341-0800 ext. 2510 djameson@ometro.com	Brokerage One Call One Click, Medicaid Transportation	NA	NA	2014	1,700,000
New Jersey Transit (Monmouth County)	Ronald Nichols 1 Penn Plaza East, Newark, NJ 07105 (973) 491-7840 rnichols@njtransit.com	Fixed Route	20	0	1992	5,565,784
New Orleans Regional Transit Authority	Sharon Wegner 2817 Canal Street, New Orleans, LA 70119 (504) 491-8373 sharonweg@hotmail.com	Fixed Route, Commuter Service, Paratransit, Street Car, Ferry	206	51	2008	102,480,000
North Carolina State University	Byron Bryant 2721 Sullivan Dr, Raleigh NC 27695-7221 (919) 513-7400 byron_bryant@ncsu.edu	Fixed Route, University Service	45	0	2017	7,000,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
Ohana Well Care	Scott Sivik 949 Kamokila Blvd, Kapolei, HI 96707 (808) 675-7649 scott.sivik@wellcare.com	Brokerage	NA	NA	2016	8,200,000
Port Authority of Allegheny County	Darcy Cleaver 345 6th Ave, Pittsburgh, PA 15222 (412) 566-5340 dcleaver@portauthority.org	Brokerage, Paratransit	NA	NA	1979	1,362,000
Redding Area Bus Authority	Chuck Aukland 777 Cypress Ave, Redding, CA 96001 (530) 245-7156 caukland@ci.redding.ca.us	Fixed Route, Paratransit	29	19	1997	4,300,000
River Parishes Transit Authority	Corey Fauchaux 15012 River Rd., PO Box 302, Hahnville, LA 70057 (985) 783-5140 cfauchaux@stcharlesgov.net	Paratransit	0	5	2009	1,000,000
Rockland County	Mike D'Angelo 50 Sanatorium Rd, Building T, Pomona, NY 10970 (845) 364-3439 DAngeloM@co.rockland.ny.us	Fixed Route	35	0	2018	12,960,091
San Diego Metropolitan Transit System	Mike Daney 100 16th St, San Diego, CA 92101 (619) 595-7035 mike.daney@sdmts.com	Fixed Route, BRT	335	0	1992	51,384,162
San Francisco Municipal Transportation Agency	Annette Williams 1 S Van Ness Ave, 7th Floor, San Francisco, CA 94103 (415) 701-4485 annette.williams@sfmta.com	Brokerage & Transportation Services	0	112	2000	4,017,843
San Francisco Municipal Transportation Agency	Annette Williams 1 S Van Ness Ave, 3rd Floor, San Francisco, CA 94103 (415) 701-4485 annette.williams@sfmta.com	Paratransit	0	150	2014	9,500,000
San Jose Airport (Mineta San	Ashwin Naidu 1701 Airport Blvd, Suite 1130, San Jose,	Fixed Route, Airport Shuttle	10	0	2000	4,237,544

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
Jose International Airport)	CA 95110 (408) 392-3514 anaidu@sjc.org					
State Road and Tollway Authority	Gail Franklin 245 Peachtree Center Ave, NE, Ste 400, Atlanta, GA 30303 (404) 463-3094 gfranklin@grta.org	Fixed Route, Commuter Service	96	0	2007	8,000,000
Sonoma County Transit	Bryan Albee 355 W Robles Ave, Santa Rosa, CA 95407 (707) 585-7516 bkalbee@sctransit.com	Fixed Route	51	0	1989	10,000,000
Texas State University	Steven Herrera 601 University Dr, San Marcos, TX 78666 (512) 228-2497 srh117@txstate.edu	Fixed Route, University Service	48	0	2014	5,800,000
Texoma Paratransit Service	Commissioner Leon Klement 6104 Texoma Parkway, Sherman, TX 75090 (940) 668-5484 leon.klement@co.cooke.tx.us	Paratransit	0	15	2015	2,479,716
Valley Metro RPTA	Carol Ketcherside 4600 E. Washington St, Suite 101, Phoenix, AZ 85304 (602) 716.2100 cketcherside@valleymetro.org	Paratransit	0	105	2017	22,647,070
Washington Metropolitan Area Transportation Authority	Nick Perfilli 600 Fifth St. N.W. 7C, Washington, DC 20001 (202) 207-8351 Nperfilli@wmata.com	Fixed Route	75	0	2018	17,024,477
Washington Metropolitan Area Transit Authority	Terrian Williams 600 Fifth St N.W., Washington, DC 20001 (202) 962-2100 twilliamshall@wmata.com	Paratransit	0	261	2013	45,348,935
Washington University - St. Louis	Greg Parrott One Brookings Dr, Campus Box 1200, St. Louis, MO 63130 (314) 935-5024	Fixed Route Campus Shuttle, Charter	7	0	2003	645,000

Client Name	Contact Info	Services Provided	Number of Fixed Route Vehicles	Number of Paratransit & Other Vehicles	Transdev Client Since	Contract Value (Annual)
	greg_parrott@wustl.edu	Transportation Services				
Waukesha Metro Transit Commission	Brian Engelking 2311 Badger Drive, Waukesha, WI 53188 (262) 524-3594 bengelki@ci.waukesha.wi.us	Fixed Route, Paratransit	22	7	2000	140,000
Winston-Salem Transit Authority	Toneq' McCullough City of Winston-Salem DOT, PO Box 2511, Winston-Salem, NC 27102 (336) 747-6867 toneqm@cityofws.org	Fixed Route, Paratransit	57	40	1972	305,256
Yolo County Transportation District	Terry Bassett 350 Industrial Way, Woodland, CA 95776 (530) 661-0816 tbassett@yctd.org	Fixed Route, Paratransit, Commuter, ADHC Shuttle	57	16	2006	9,300,000
York Region Transit  Southwest	Ann Marie Carroll 50 High Tech Rd, 5th Floor, Richmond Hill, ON L4B4N7 (905) 762-1282 annmarie.carroll@york.ca	Fixed Route, Community, Charter Services	164	0	2010	35,000,000

b) Key Personnel References: Submit reference information for all key personnel proposed for this project. For each contact, include a name, telephone number, and e-mail address of a person able to attest to the work performed.

Reference information for Transdev's key personnel is included within their resumes. Please see the Appendix for our proposed management team's resumes.

2) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals.

As the City's current fixed route partner, we eliminate the risks, challenges, and service disruptions associated with transitioning contractors, especially during recovery from the COVID-19 operating environment. Instead of having to manage a myriad of transition tasks, we will be focused on seamlessly integrating services and using our 49 years of experience with the City of DeKalb to help you navigate post-COVID changes to the system.

Essential Services and Community Support During COVID-19

Transdev has coordinated with our client partners to provide essential services during the COVID-19 pandemic in the communities that we serve. Along with maintaining ongoing communications with county emergency operations centers and client agency partners, we are transporting essential personnel and delivering subsidized school lunches, groceries, meals, medical supplies, and personal protective equipment around the country.

"In this moment, we are in the thick of it and just trying to get by. To that end, your team at our Concord site are going well above and beyond! Thank you so much for the great job!" Rick Ramacier, County Connection, April 8, 2020

At our County Connection operation in Concord, we updated our existing scheduling software to accommodate new trip types for the employee shuttles, food, and supply deliveries. This allowed us to track these trips and provide reliable data to adjust to the unique demands these requests present. We also partnered with Meals on Wheels to provide meals across the County. Operator Gonzalo Garcia spoke for all of Transdev when he said, "I feel good that I am able to help these elderly people. We can't forget about them." Transdev has received a great deal of positive feedback from our partners, local organizations and senior centers, and charitable organizations, including Meals on Wheels.



Coordinating with our clients to provide essential services during the COVID-19 outbreak

For Transdev, it was important to find a way to help our communities—our passengers—during this crisis. With operating locations across the United States, we are well positioned with equipment and personnel to aid in delivery of essential services in our communities. We started working with our client agencies and various community partners from coast-to-coast to assist in delivering much needed resources.

MEDIA CONTACTS

Joelle Rockwood
Tel: (630) 430-9042
joelle.rockwood@transdev.com

Mitun Seguin
(240) 485-2117
mitun.seguin@transdev.com

WOODLAND
Yolo County Transportation District
Established a delivery service for meals from the local food banks to seniors and those in need throughout Yolo County.
Several trained Transdev drivers used Yobus vehicles to provide much needed nutrition to local seniors.



CONCORD
County Connection
Partnered with Meals on Wheels for food delivery to those in need.
Created shuttle transportation to essential employees needing transportation to their workplace (i.e. hospitals, doctor's offices, medical centers, etc.).
Offered rides for life sustaining services as approved by County Connection staff (grocery store, pharmacy and medical appointments).



DENVER
Access-a-Ride
Offered food delivery to those in need from food banks and grocery stores.
Program extended to include transportation for grocery shopping.



ATLANTA
Fulton County
Delivery of much needed food and hot meals to homebound seniors using existing buses and drivers in Atlanta's Fulton County.
The community effort not only helped the seniors, but it also provided drivers with some additional work during the ongoing crisis.



NEW YORK CITY
Northwell Hospital Health System and NYC Emergency Management
Partnered with Northwell Hospital Health System to transport their hospital staff.
Worked with the New York City of Emergency Management to transport military medical staff working on the USNS COMFORT (which was docked in the NYC harbor).
Coordinated with our airline partners to pick-up medical professional volunteers coming NYC from across the country to help at local hospitals.



BALTIMORE
Baltimore Maryland Transit Administration
Provided transportation to the Greater Baltimore Medical Center's essential hospital employees—including not only doctors and nurses, but also cafeteria workers, imaging techs, administrative staff, janitorial support, pharmacy workers and housekeeping employees.
Established a unique cooperative agreement with all three supporting contractors—Transdev, First Transit and MIV—to support the community based on service provided.



DETROIT
City of Detroit, Office of the Mayor
Offered safe, affordable transportation to Detroit residents who required COVID-19 testing.
Worked with the Detroit Mayor's Office and launched the "Get a Ride, Get a Test" program.
Used specially adapted vans provided by Honda offering extra protection to the drivers and passengers.



CHICAGO
Capital Area Transit Authority
Provided services to the community including essential workforce transportation, rides to registered passengers to medical appointments and grocery stores and meal delivery to the needy.
Success due to strong partnership between the agency, contractor, employees and union to create and launch the program in 48 hours.

INDIANAPOLIS
Allagheny General Hospital & University of Pittsburgh Medical Center
Partnered with AGH and the UPMC to transport essential hospital workers from remote parking lots to their respective hospital campuses.
Worked with local restaurants to donate food to essential hospital workers.



In addition to supporting services in communities where we operate, we have also made adjustments to our internal operations to ensure the safety of our passengers and employees. For example, we implemented new cleaning and sanitizing procedures for vehicles in our transportation fleets and provide our Operators with personal protective equipment, including face masks and gloves. Transdev has implemented social distancing in our fixed route operations, moved the bus door entrance to the rear, and posted information bulletins for staff. We have also created videos to educate our employees on the safety precautions they must take to protect both passengers and staff.

V.

PRICE PROPOSAL



Bravo! Everyone involved in the Transdev transition deserves to hear that, from the drivers to the many working behind the scenes. Transdev's new technology has substantially improved the paratransit rider's experience. Equally as laudable has been the effective implementation of the transition. To achieve so much change in so little time is a testament to the strong leadership and organizational management you and your team have brought to the table.

**Marjorie McWee**

Advisory Board Member

Central Contra Costa Transit Authority (CCCTA)

V. Price Proposal

Please see the separately sealed price proposal.



Appendix

- Letter of Insurance
- Reference Letters – CCCTA & Yolo
- Resumes
- Sample NTD Report
- Appendix C – Required Certifications Form

USB Appendix

Included on the USB Appendix are the following:

- 3 Years of Audited Financial Statements
- Transdev's Drug & Alcohol Policy Manual
- Transdev's SSEPP Manual

County Connection

2477 Arnold Industrial Way Concord, CA 94520-5326 (925) 676-1976 countyconnection.com

October 25, 2019

To Whom It May Concern:

Transdev Services, Inc. is the current contractor for County Connection LINK Paratransit Services. Specifically, Transdev manages our transit operations, call center and maintenance facilities and personnel. Transdev took over our Paratransit contract after the incumbent had the contract for 29 years. This is was not an easy feat. The anticipated change carried its own anxiety, but Transdev was on site from day one and continues to be on-site when needed 90 post go-live.

We highly recommend Transdev as a strong, dependable, and competent partner of our public transportation program. Transdev's quality of work and customer service consistently surpasses our high standards and expectations of contractors. Transdev places high priority on client satisfaction, therefore, their management staff has always been knowledgeable, professional and responsive to our needs.

Although the contract is still fairly new, the attention given by the General Manager and corporate support staff during the transition, the constant communication, the willingness to work through issues at an early stage has lessened our anxiety. In addition, we are already hearing from passengers and Social Service centers regarding the improvements in service. As a result of our current successful and effective partnership, we highly recommend Transdev for any future transportation endeavors.

If you have questions or need additional information, please contact me at 510-689-3559 or at kamara@cccta.org.

Sincerely,



Rashida Kamara

Manager of Accessible Services

Central Contra Costa Transportation Authority



*City of Davis – City of West Sacramento – City of Winters
City of Woodland – County of Yolo
EX Officio – Caltrans District 3 – University of California, Davis*

Yolo County Transportation District

350 Industrial Way
Woodland, CA 95776
530.661.0816 FAX: 530.661.1732
www.yolobus.com

October 30, 2019

RE: Letter of Recommendation Regarding Transdev

To Whom It May Concern:

The purpose of this letter is to give a positive recommendation regarding Transdev Services, Inc. and the great work it has performed for the Yolo County Transportation District (YCTD).

In 2006, YCTD awarded a base 7-year turnkey contract to Veolia Transportation Services Inc. We also had a 5-year contract extension, which we eventually exercised, taking us out 12 years. During that period, through reorganizations and acquisitions, Veolia morphed into Transdev Services, Inc.

In early 2018, we undertook another RFP for a 7-year base contract, with up to another five years in contract extensions. We included 21 options that covered everything from microtransit services, to electric buses, to university shuttles, to autonomous vehicles. We selected Transdev over two other proposals, and the contract, with options, could take us to 2030.

I have been involved in contracting out bus service for nearly 38 years. I have seen some contractors succeed and others fail. But during my tenure, I have found Transdev (and its earlier companies) consistently able to provide stability, ongoing high-quality services, qualified personnel, outside expertise and other resources that have kept our buses on the road and put us in the forefront in innovation. Organizational depth is something that is not considered as significantly as it should be. No matter what we have challenged Transdev with, they have always been able to reach deep into their treasure chest of personnel and resources to bring us what we want; namely, stability, innovation and endurance.

If you are truly interested in contracting out your fixed route, paratransit or passenger rail service, I recommend that you give Transdev serious consideration.

Please, feel free to call me at (530) 402-2812 if you have any questions.

Sincerely,

TERRY V. BASSETT
Executive Director



MELISSA OHRWALL

Proposed General Manager

Professional Experience

Transdev Services, Inc.

2019 – Present General Manager – DeKalb, IL

- › Manages all aspects of operations and service planning to support daily operations for fixed route services, including contract compliance, safety, maintenance, and operational performance
- › Responsible for management of operations, projects, and staff personnel for 72 employees and a fleet of 29 buses
- › Sets and evaluates performance standards in key areas of operations and project management to ensure customer satisfaction
- › Responsible for company budget and approval of all major expenditures

2015 – 2018 Operations Manager, NIU Huskie Line – DeKalb, IL

- › Coordinated with each department to ensure safe, efficient, reliable operations
- › Oversaw and ensured compliance with all Federal, DOT, and client specifications including contract fulfillment
- › Assisted other Transdev locations with training as needed including

2013 – 2015 Safety and Training Manager, NIU Huskie Line – DeKalb, IL

- › Ensured Operators were proficiently behind the wheel and in the classroom
- › Assisted in determining and implementing training initiatives

2008 – 2013 Bus Operator, NIU Huskie Line – DeKalb, IL

- › Operated transportation vehicles and safely delivered passengers to their destination
- › Performed pre- and post-trip inspection and maintained vehicle logs

Education and Experience

- › Bachelor's Degree in Operations Management and Information Systems, Northern Illinois University, DeKalb Illinois (anticipated 2021)
- › Associate of Science, Kishwaukee College, Malta, Illinois
- › 3rd Party Safety Officer
- › CDL Class B with Air Breaks and Passenger endorsements



- › DOT Regulations, FMCSA Regulations, Safe Judgment, Decision-Making, Planning and Organizing, Data Analysis, Delegating Tasks, Motivating Staff, Communication, Coaching, Teamwork, Flexibility

References

- › Pamela De La Pena, Owner, Table Renaissance Inc., Telephone 312.203.9622, Email pamela.delapena@sbcglobal.net
- › Nick Bateman, Manager, Table Renaissance Inc., Telephone 815.307.5815, Email Norm2120@yahoo.com



PATRICIA TEZER

Proposed Paratransit Manager

Professional Experience

Transdev Services, Inc.

2019 – Present Assistant General Manager – Phoenix, AZ

- › Assistant General/Operations Manager for ADA Paratransit service for the Regional Transportation Commission
- › Monitors operating performance, facilitates problem resolution, and directs efforts to achieve continual improvement in service quality

2016 – 2019 Assistant General Manager/Operations Manager – Las Vegas, NV

- › Supported General Manager for ADA Paratransit service for the Regional Transportation Commission
- › Provided direction and guidance to meet Transdev and client goals and objectives within established policies and parameters
- › Monitored operating performance, facilitated problem resolution, and directed efforts to achieve continual improvement in service quality
- › Oversaw customer service and provided timely response and to community concerns regarding operations
- › Supervised subordinate staff
- › Ensured compliance with Company safety vision, policies, and procedures; communicated safety expectations; and maintained accountability for the safety performance of the entire agency

2015 – 2016 General Manager – Perris, CA

- › Oversaw daily operations for service providing over 1,500 paratransit trips on both ADA Dial-A-Ride Services for Riverside Transit Authority
- › Liaised with Riverside Transit Authority regarding concerns and service changes and standards
- › Prepared monthly financial invoices and associated documentation for company billing
- › Apprised Transdev management of any issues, problems or concerns associated with the division

MV Transportation, Inc.

2013 – 2015 General Manager – Melrose Park, IL

- › General Manager for Melrose Park division of PACE ADA and Dial-A-Ride services



- › Oversaw daily operations for service providing over 500 paratransit trips on both ADA and Dial-A-ride Services
- › Responsible for investigating and responding to customer service complaints for the division

Greensboro Transportation Agency

2010 - 2013

Director of Paratransit Operations – Greensboro, NC

- › Oversaw all aspects of daily operations of paratransit services for GTA
- › Instrumental in implementation of MDT/AVL system for paratransit operations

Sun Van (formerly Van Trans)

1990 – 2010

Assistant General Manager – Tucson, AZ

- › Provided oversight of daily paratransit services for The City of Tucson.
- › Worked with the fixed route system, Sun Tran
- › Ensured service was compliant with FTA guidelines.
- › Created software programs to effectively analyze data
- › Attended community meetings representing Van Tran service

Education and Experience

- › Bachelor of Science, Business Administration, South University
- › ADA Paratransit Eligibility, Dispatch and Scheduling training through National Transit Institute and Rutgers University

References

- › John Zukas, MBA, Transit Services Coordinator, City of Tucson DOT, 520.873.6762, John.zukas@tucsonaz.gov
- › Dan Howland, Director of Paratransit & Specialized Services, RTC of Southern Nevada, 702-676-1813, HowlandD@rtcsonv.com



TIMOTHY LYON

Proposed Maintenance Manager

Professional Experience

Transdev Services, Inc.

1990 – Present Maintenance Manager, NIU Huskie Line – DeKalb, IL

- › Oversees scheduling of maintenance for 21 transit, 6 paratransit, and 3 support vehicles, and supervises 5 maintenance technicians
- › Performs quality checks in all maintenance areas
- › Tracks and maintains maintenance records and controls inventory

1981 – 1990 Mechanic, NIU Huskie Line – DeKalb, IL

- › Performed maintenance and repair to transit buses, paratransit vans, and service vehicles

1977 – 1980 Mechanic Apprentice, NIU Huskie Line – DeKalb, IL

- › Assisted other mechanics while learning duties of the field

1974 – 1977 Utility Worker, NIU Huskie Line – DeKalb, IL

- › Performed fueling, oil checks, and inside and outside cleaning

Training and Certifications

- › ATC Maintenance School of Management: JJ Keller's official OSHA Safety Training, Training of Supervisory Personnel Pursuant to DOT
- › Hazmat Training
- › Allison Transmission School
- › Delco Remy Electrical School
- › Brake Inspection Certificate
- › HVAC Technician Certificate
- › Environmental Train the Trainer Certificate
- › Ricon Wheelchair Lift and Accessories Certificate
- › Workplace Safety Certificate
- › Transdev 2014 Safety Culture Award, 2014 Environmental Performance Award
- › FEMA Certificate of Achievement

Reference Information

- › Bill Berg, NIU Food Service Management (retired), 815.766.2374

NTD ID	60107
Reporter Name	Texoma Area Paratransit System, Inc
Report	2019 (Revision: 1)

Service Non-Rail (S-10) - DR PT

Maximum Service Vehicles

Vehicles Operated in Annual Maximum Service (VOMS)	16
Vehicles Available for Annual Maximum Service	22
Total Monthly Ridership VOMS	16

Periods Of Service

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Weekday AM Peak	Weekday Midday	Weekday PM Peak
Time Service Begins	5:13 AM		5:12 AM			
Time Service Ends	6:45 PM		6:53 PM			

Services Supplied

Total Monthly Ridership VRH	19,502
Total Monthly Ridership VRM	460,615

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total
Vehicles in Operation	12		5	N/A
Total Actual Vehicle Miles	2,063		657	532,167
Total Actual Vehicle Revenue Miles (VRM)	1,778		477	460,615
Deadhead Miles	285		180	71,552
Total Actual Vehicle Hours	86		28	22,608
Total Actual Vehicle Revenue Hours (VRH)	76		19	19,502
Deadhead Hours	10		9	3,106
Charter Service Hours	N/A		N/A	
School Bus Hours	N/A		N/A	

Services Consumed

Total Monthly Ridership Unlinked Passenger Trips (UPT)	43,852

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total
Unlinked Passenger Trips	170		43	43,852
ADA Unlinked Passenger Trips (UPT)	N/A	N/A	N/A	43,852
Sponsored Service (UPT)	N/A	N/A	N/A	
Passenger Miles Traveled (PMT)	2,212		860	574,461

Service Operated (Days)

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total
Days Operated	258		2	260
Days Not Operated (Strikes)				0
Days Not Operated (Officially Declared Emergencies)				0



TRANSIT SYSTEM SECURITY & EMERGENCY PREPAREDNESS PROGRAM PLAN (TSSEPPP)

~~~**TEMPLATE**~~~

Portions of this Transit Security & Emergency Preparedness Program Plan ~**TEMPLATE**~ use the Ohio Department of Transportation TSSEPPP, first recognized by Transdev Transportation Safety Professionals (then ATC-NEC) in July 2003 as an exemplary TSSEPPP based on a “Connecting Communities” model.

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How to Use This Document

This document is a guideline and template that you may use in developing a SEPP. The steps involved in this process include an evaluation of current security procedures, an identification of threats and vulnerabilities to your operation, and the development of policies and procedures to effectively address deficiencies.

The template is primarily designed to be an adaptable document; however, full customization can be substituted while following the flow of the template. Following is a review of the sections and appendices:

- The purpose and background for developing a security and emergency preparedness plan as well as descriptions of terrorist profiles and operations and risk assessment protocols establishes the importance and justifications for your efforts in developing your plan.
- A Glossary of Terms, defining frequently used and/or important words found throughout the document, is located in front of the Table of Contents
- Section One is Self-Assessment Checklist. After completing this checklist, deficiencies in your operations relating to security will be identified for your consideration.
- Section Two guides you through the process of identifying and prioritizing the threats and vulnerabilities to your operations. It is intended to help you identify threats for each element of your operations (service, facilities, employees, etc.), and to define vulnerabilities through a numerical ranking.
- Section Three addresses the detailed components that need to be included in your security plan and provides a template to construct the plan. Components include: key personnel and their responsibilities for the use of the plan; specific procedures to be followed during an incident or crisis; training for employees; procedures for employee, facility and operational security; relationship with local, state and federal enforcement/emergency response agencies; and plan review and modification.
- Section Four provides a template for developing Emergency Response Procedures and sample procedures for a security threat or incident.
- The Appendices at the end of this document contain additional support materials. To enhance your use of this document. Each appendix is identified at the beginning of the sections for which they are most applicable.

This document can be accessed and used to develop your Plan via the web at www.operationsecuretransport.com.

Purpose and Background

The terrible tragedy of September 11, combined with our nation's continuing war on terrorism, has created a heightened threat environment for passenger transportation. In this new environment, the vulnerabilities have become more apparent. Threat assessments issued by the Federal Bureau of Investigation, Department of Homeland Security, and state and local agencies have consistently placed passenger transportation at the top of the *critical infrastructure protection agenda*, along with airports, nuclear power plants, and major utility exchanges on the national power grid. The London bus bombing makes similar threats here more ominous.

To establish the importance of security and emergency preparedness in all aspects of your organization, you should develop a SEPP. The SEPP is the culmination of a process to be used by your company to make informed decisions that are appropriate for your operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, your company can achieve not only an effective physical security program, but also enhance your coordination with the local public safety agencies in your service area. Improved communication will increase their awareness of your resources and capabilities, and improve your readiness to support their efforts to manage community-wide emergencies.

The overall purpose of the SEPP is to optimize -- within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to passengers, employees, volunteers and contractors, and any other individuals who come into contact with the company, both during normal operations and under emergency conditions.

The SEPP should provide your company with a security and emergency preparedness capability that will:

- Ensure that security and emergency preparedness are addressed during all phases of operation, including the hiring and training of personnel; the procurement and maintenance of equipment; the development of policies, rules, and procedures; and coordination with appropriate federal, state, and local public safety and community emergency planning agencies.
- Promote analysis tools and methodologies to encourage safe operation through the identification, evaluation and resolution of threats and vulnerabilities, and the on-going assessment of company capabilities and readiness.
- Create a culture that supports employee safety and security and safe operation (during normal and emergency conditions) through motivated compliance with company rules and procedures and the appropriate use and operation of equipment.
- Assist the company in adhering to governmental guidelines, rules and regulations that promote transportation security.

Every threat cannot be identified and resolved, but your company can take steps to be more aware, to better protect passengers, employees, the motoring public, facilities and equipment, and to stand ready to support community needs in response to a major event. To this end, your SEPP should have five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized operations around the nation
2. Increase and strengthen community involvement and participation in the safety and security of our operation
3. Develop and implement an assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities to manage the identified risks.
4. Expand our training program for employees, volunteers, first responders, and contractors to address security awareness and emergency management issues
5. Enhance our coordination with applicable local, state and federal agencies regarding security and emergency preparedness issues

“For those determined to kill in quantity and willing to kill indiscriminately, public transportation offers an ideal target.” (Jenkins, Brian Michael, and Larry Gerston. *Protecting Public Service Transportation against Terrorism and Serious Crime: Continuing Research on Best Security Practices*. San Jose, CA: Norman Y Mineta International Institute for Surface Transportation Policy Studies, 2001.)

Terrorist Profiles and Operations

Terrorist Profiles

In a 1999 retrospective report on terrorism, the FBI classified terrorism as either domestic or international, depending on the origin, base, and objectives of the terrorists. There are many types of terrorists. Domestic terrorists may be delusional individuals (the Unabomber and Timothy McVeigh), extreme fringe groups (some animal rights and environmental groups), religious cults, or political resistance fighters (including some so-called “militias”). International terrorists may also include some of these groups, such as the religious cult Aum Shinrikyo, in addition to groups like al Qaeda.

To begin to think like a terrorist and thus identify security vulnerabilities and weaknesses in your operations, you should begin with an understanding of what motivates an individual or a group to commit a terrorist act. For instance, al Qaeda is considered a special threat to United States citizens and is a group that is difficult to fight. It has the resources of a government without any of the responsibility. It is an umbrella organization with a single point of contact for multiple militant groups. It has about 700 core members from many countries and thousands of supporters all over the world. It chooses targets that are symbolic of its declared enemy, the United States. Its members are devout followers of Osama bin Laden, not just willing but eager to become the instrument of delivery in a terrorist act such as those carried out in New York and Washington on September 11, 2001.

Terrorist Operations

Operational Acts Needed to Carry Out an Attack

Terrorist organizations, such as al Qaeda, are characterized by meticulous planning, a focus on inflicting mass casualties, and multiple and simultaneous suicide attacks. The operatives are highly trained in basic and sophisticated surveillance techniques. In fact, surveillance is only one step in a sequence of operational acts that a terrorist must complete in order to execute a successful attack. These steps are:

- **Targeting**—terrorists first must identify a target based on their primary objectives or motivations. This could include actions designed to inflict huge casualties or significant economic disruption, attacks on facilities or buildings with significant iconic value, such as monuments, and/or actions that will result in high media exposure. Your operation may provide terrorists the equipment or materials needed to attack their target.
- **Casing**—this is the careful development of the terrorists’ plan of attack. They will think through all the steps needed to carry out an attack and what countermeasures might stop them. They may try to get copies of your security procedures or plan.
- **Surveillance**—a close observation of the elements of their plan. They may watch a facility to determine how many visitors, deliveries, and employees come and go and how often. Is there a regular pattern, such as during shift changes?

- Rehearsal—rarely do terrorists carry out an attack without first testing out their plan. They may stop in front of a truck to see what the driver does. They may set off your perimeter motion-detection system to test your response time.
- Attack—looks just like a rehearsal, except it doesn't end the same way. The goal of a security plan is to develop sufficient security measures to prevent them from getting to this stage at all!

The following is a list of possible indicators of terrorist casing or surveillance. The list is not exhaustive, but provides examples of suspicious activity for which passenger carriers and their employees should be alert:

- Unusual or prolonged interest in security measures or personnel, entry points and access controls, or perimeter barriers, such as fences or walls;
- Unusual behavior, such as staring or quickly looking away from personnel or vehicles entering or leaving designated facilities or parking areas;
- Increase in anonymous telephone or e-mail threats to facilities in conjunction with suspected surveillance incidents—indicating possible surveillance of threat reaction procedures;
- Foot surveillance involving two or three individuals working together;
- Mobile surveillance using bicycles, scooters, motorcycles, cars, trucks, or small aircraft;
- Prolonged static surveillance using operatives disguised as panhandlers, demonstrators, shoe shiners, food or flower vendors, news agents, or street sweepers not previously seen in the area;
- Discreet use of still cameras, video recorders or note taking at non-tourist type locations;
- Use of multiple sets of clothing, identifications, or the use of sketching materials (paper, pencils, etc.); and
- Questioning of security or facility personnel

How Terrorists Pick Their Targets

The Department of Homeland Security (DHS) issued an information bulletin following the terrorist attacks in Riyadh, Saudi Arabia. The May 15, 2003, information bulletin provides potential indicators of threats involving Vehicle-Borne Improvised Explosive Devices (VBIEDs) to alert the public of possible terrorist planning and encourage the reporting of suspicious activity. The characteristic tactics used in the Riyadh attack were multiple targets, simultaneous attacks, multiple vehicles per target, and an “assault/breaching cadre” armed with small arms/weaponry accompanying the VBIED to clear security personnel and gain access for the suicide bombers.

The most likely terrorist attack profiles for passenger transportation by commercial motor vehicle are bombing, hijacking, and diversion. Bombing is the placing and detonating of explosives on the vehicle. The placing of explosives is accomplished by personal, direct detonation (suicide bombing) or by discrete placement on the vehicle and remote or timed detonation. Hijacking is the control and forcible direction of drivers and passengers for some intended purpose. Theft is the taking of a vehicle owned by a company for some intended

purpose. Diversion is a special case of interception in which the carrier is directed off its intended route and to a predetermined target.

The target and attack profile chosen are based on the attractiveness of a specific profile relative to others that maximizes the following:

- Mass casualties;
- Significant economic damage;
- Extensive psychological trauma; and
- High symbolic value.

The final determination of the attack profile a terrorist would use considers the following criteria:

- Minimal illegal activity, particularly in the early stages;
- Fewest operational acts;
- Maximizing consequences; and
- High probability of success.

“Terrorism is defined as the unlawful use of force or violence against persons or property to intimidate or coerce a government or civilian population, or any segment thereof, in furtherance of political or social objectives.” (United States’ Federal Bureau of Investigation)

Risk Assessment for Transportation Sector Service Providers

Background

The transportation sector, and especially the “open” transit element of it, must prepare for and protect its ridership and staff from acts of terrorism to the greatest extent possible. Traditionally, the transit industry has developed internal security and emergency preparedness plans (SEPPs). Limited standards, guidelines and recommendations have been provided, but development of the documentation and approach has been specific to the individual service providers. This situation has been further complicated by inconsistent, state-by-state interpretation of security standards or requirements, resulting in a national patchwork of plans, procedures and guidelines attempting to serve this domain.

To establish a “best practices” planning model specific to the motor coach industry, a baseline of standard elements must be identified. Because this model should address common and unique issues in response to terrorism, a natural starting point for its design is **Homeland Security Presidential Directive (HSPD) 8 – The Interim National Preparedness Goal**. This directive:

"Establishes policies to strengthen the preparedness of the United States to prevent and respond to threatened or actual domestic terrorist attacks, major disasters, and other emergencies by requiring a **National Domestic All-Hazards Preparedness Goal**, establishing mechanisms for improved delivery of Federal preparedness assistance to State and local governments, and outlining actions to strengthen preparedness capabilities of Federal, State, and local entities."

Though this directive was aimed at government entities, its critical elements are also appropriate for industry. Adherence to this directive will provide a uniform approach to SEPP development. This approach focuses on standardized scenarios, universal tasks and agency capabilities, and is designed to address roles and responsibilities pertaining to prevention, protection, response and recovery. This directive focuses on critical elements of capability with regard to: staffing and personnel; training; exercise, evaluation, and corrective actions; equipment and systems; planning; and organization and leadership. By assessing these critical elements, service providers can begin to identify gaps and deficiencies.

The following pages provide a primer on risk analysis for terrorism. The various elements of our nation’s transportation system are all changing their business paradigms to account for risk, especially the risk of terrorism. Along with these alterations, a business model has evolved that is intended to balance mitigation and countermeasures, with the requirement not to impede throughput and client services. Consequently, the application of risk management has evolved into a cost-benefit approach to address the most challenging issues with the limited resources available.

Assessing and Managing Risk: A Primer

The relative value of a potential target can have a major effect on the likelihood of attack. Terrorists will set goals for an attack, such as casualties and economic disruption, or they may choose a target for its symbolic importance. Obviously, a larger relative value for one potential target over another makes it more likely that the site will be attacked. Changes in the relative value of other sites could change the risk of terrorism at a particular site, even if no change has occurred at the site itself.

Components of Terrorism Risk

- **General Definition of Risk** – Risk is simply the likelihood of an event occurring multiplied by the estimated consequence of that event.

$$\text{Risk} = (\text{Likelihood}) \times (\text{Consequence})$$

Based on this equation, a risk represents the expected outcome over a period of time of some uncertain event.

Likelihood

In assessing the risk of terrorism, the likelihood of occurrence is the product of two components: the likelihood of an attack occurring (threat) and the likelihood of that attack being successful (vulnerability).

$$\text{Likelihood} = (\text{Threat}) \times (\text{Vulnerability})$$

- **Threat** – The likelihood of an attack occurring is referred to as the threat. If we were to measure this factor in absolute terms, the threat would be equal to the probability of an attack or the frequency of attack on an asset. However, because it is in many instances difficult—if not impossible—to estimate these factors for terrorist attacks, threat must be evaluated on a relative scale.

In this type of analysis, the likelihood of a particular type of attack occurring is driven by two factors: plausibility of attack (i.e., the overall likelihood of a certain type attack occurring, regardless of target) and target attractiveness (i.e., the likelihood that a certain asset would be targeted for that type of attack).

$$\text{Threat} = f(\text{plausibility}, \text{target attractiveness})$$

Plausibility could be driven by a number of factors, including:

- Difficulty in obtaining the type of weapon
- Difficulty in transporting and using the weapon
- Presence of potential threat elements (PTE) in the geographic area
- Past history of attacks
- Specific intelligence.

Target attractiveness measures the features of a particular asset that may make it more or less likely to be targeted by terrorists for a particular form of attack. Evaluation of target attractiveness should include an evaluation of two sets of features: target value and deterrence. Target value evaluates those features of an asset that make it more likely to be attacked or that make it attractive as a target. These may include potential for casualties, potential for economic disruption, and symbolic importance. Deterrence evaluates those features that make a target less likely to be attacked, including security and response capabilities.

- **Vulnerability** – The likelihood of an attack being executed successfully is referred to as the vulnerability. In determining the vulnerability of an attack, it is assumed that the asset has been targeted, the terrorists have the required weapon and equipment, and the attack will take place. Vulnerability measures the probability that the attack will achieve its desired result. The desired result in this case is successful completion of the attack, not the desired results in terms of damage or casualties.

Consequence

The consequence of a terrorist attack is a function of the total value of the asset (the maximum potential consequence) and the impact that an attack would have on that value. The asset value is sometimes referred to as the criticality of the asset.

$$\text{Consequence} = f(\text{Criticality}, \text{Attack Impact})$$

- **Criticality** – Criticality is defined by the maximum potential consequence that an attack could have. This value represents the aspects or features of an asset that would make someone want to protect it. Generally, criticality is defined using a set of “Critical Asset Factors.” These factors define the features of an asset that could make it important to protect. Typical critical asset factors include:
 - Potential for casualties
 - Potential economic disruption
 - National strategic importance
 - Potential for environmental impact.
- **Attack Impact** – Criticality serves as the “yardstick” against which consequence can be measured. The evaluation of the criticality of an asset measures the greatest potential consequence of any attack on an asset from the perspective of the assessor. However, not all forms of attack would eliminate this importance. For example; a “backpack” type bomb may kill or injure a number of people at a train station but would not kill everyone in the station or destroy the station itself. For this reason, an evaluation of the expected impact of an attack scenario is completed to determine the portion of asset value that would likely be destroyed. The portion of the asset value is the consequence of the attack.

The evaluation of impact must be tied to the critical asset factors that are used to define criticality. For each asset and critical asset factor, the degree to which the contribution of that asset is destroyed is assessed.

Risk Assessment

The basic equations presented above define the factors that must be included in an assessment of risk. **Figure 1.1** shows the relationship between these factors.

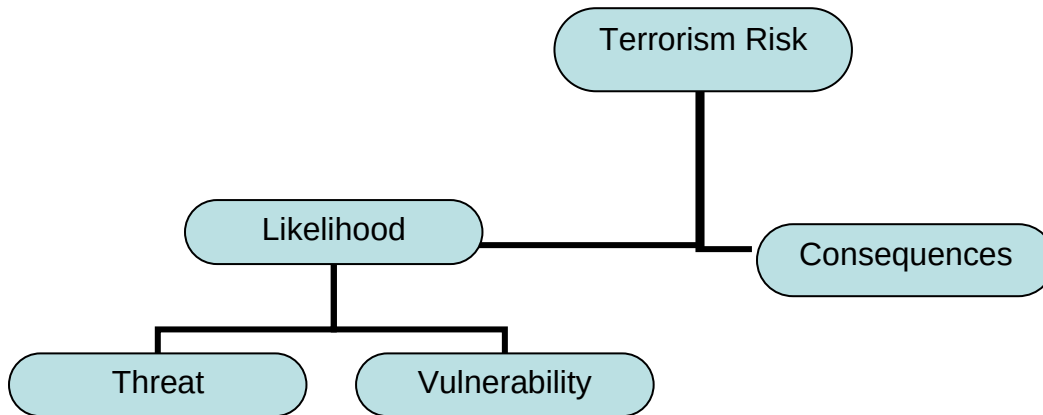


Figure 1.1 Components of Terrorism Risk

Three basic components of risk must be evaluated to calculate the level of terrorism risk associated with an attack on a particular asset:

- Threat
- Vulnerability
- Consequence

Response Capabilities

It is now appropriate to review key components of planning for and responding to scenarios and/or a terrorism event. A key element of this is identifying local capacities for a response. Often this involves a meeting between agencies who, in the event of an incident, will have to work together to address the incident. Dedication and commitment are crucial to pre- and post-event planning. The following are key considerations for those professionals and the respective disciplines in which they serve:

- **Staffing and Personnel** – Field and supervisory staff must understand their responsibilities as non-traditional emergency first responders following a terrorist incident. This understanding includes the ability to: recognize that an emergency has occurred; initiate an emergency response either directly to 911 dispatch or through the agency control center; evacuate the service vehicle in an efficient manner; and secure the service vehicle, preventing bystanders from entering a potentially hazardous scene. Service providers should review staff responsibilities following emergency events and ensure a clear understanding of policies and procedures.
- **Training** – All staff with assignments and responsibilities in operations and/or communications should have appropriate weapons of mass destruction awareness training. This training should provide the necessary education and information to ensure the safety of staff and riders. Additionally, field supervisors are typically expected to provide critical technical representation in an incident command system situation. Incident command and management training is essential in establishing the required knowledge base to provide seamless technical support following an emergency, in addition to providing staff leadership and control. Senior safety and security managers may want to consider the online National Incident Management System (NIMS) training, which will help them gain a perspective on their roles and responsibilities during a response¹.
- **Exercise, Evaluation, and Corrective Actions** – Motor coach service providers should participate in local, regional, state, and federally sponsored exercises in addition to company-specific events. This participation will provide an environment to initiate networking opportunities, as well as respond to emergency response agency assumptions and potential false premises. In addition, appropriate training in “real-life” situations will instill staff policies and procedures and validate operational plans, policies, and procedures. It is imperative that service providers view their system not only as a point of attack but also as a means for assisting in response to an attack. The use of various elements of the transportation sector for triage, evacuation, and all facets of emergency response is a key element of consequence management.
- **Equipment and Systems** – Motor coach services should coordinate active communication systems with area emergency response agencies in jurisdictions serviced by the provider. Communications systems include internal and external interoperability (the ability to exchange radio communication capabilities in a seamless manner), system

¹ The online course may be located at <http://www.nimsonline.com/>

redundancy, notification capacity (internal and external to the service provider), integrated communications plans with local emergency management, system linkage (ability to send and receive voice messaging or radio traffic to all service vehicles), and a panic priority system (designed to provide the service vehicle priority emergency communications with the appropriate control center).

- **Planning** – Service providers should review existing emergency operations plans, policies, and procedures. HSPD 8 identifies the inclusion of Terrorism Incident Annexes (designed to provide unique emergency response and operations roles, responsibilities, and tasks following a terrorist incident) as a priority. Additionally, emergency operations plans should be shared with local emergency management offices for technical data support and reference when needed. Planning and preparedness goes beyond documentation. Company officials responsible for supervisory or emergency management assignments must participate in local area emergency planning committees, providing the technical knowledge and support necessary in overall incident command and control. Service providers should provide field staff and vehicle operators with reference cards containing checklists to ensure that assignments and responsibilities are carried out during emergency incidents. All plans, policies, and procedures should be validated and tested through internal and community tabletop, functional, and full-scale exercises. In the event of an elevation of the Homeland Security Advisory System alert level, these plans and procedures should be made available to every employee that makes your company a success. From the safety and security personnel to the drivers and senior administrative personnel, knowledge of these guiding principles may save lives and time.
- **Organization and Leadership** – Motor coach service providers must identify management personnel who will be responsible for representing the company at command center facilities. Acts of terrorism will likely require representation at a variety of operations centers at the local, state, and/or federal levels, in addition to the service provider's own command and control center. Relying on a single employee to represent the company needs will result in a significant delay in relaying potentially critical information at the appropriate command level. Additionally, those tasked to represent the service provider should have the appropriate incident command and emergency management training. Service providers should implement an internal emergency command committee that reviews their policies and procedures in response to an emergency, in addition to providing appropriate incident command and emergency management training.

Glossary of Terms

Critical Incidents:	Accidents, natural disasters, crimes, terrorism, sabotage, civil unrest, hazardous materials spills, service interruptions, power outages and other events that require emergency response. Critical incidents require swift, decisive action from multiple organizations, often under stressful conditions. Critical incidents must be stabilized prior to the resumption of regular service or activities.
Emergency:	A situation which is life threatening to passengers, employees, or other interested citizens or which causes damage to any company vehicle or facility or results in the significant theft of services and reduces the ability of the company to fulfill its mission.
Emergency Preparedness:	A uniform basis for operating policies and procedures for mobilizing company and other public safety resources to assure rapid, controlled, and predictable responses to various types of operational emergencies.
Fatality:	An operation caused death that occurs within 30 days of the incident.
Injury:	Any physical damage or harm to a person that requires immediate medical attention and hospitalization.
Operation:	A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training) integrated to deliver an intended service or function in a specific environment.
Operation security:	The application of operating, technical, and management techniques and principles to the security aspects of company operations to reduce threats and vulnerabilities to the most practical level through the most effective use of available resources.
Operation security management:	An element of management that defines the operation security requirements and ensures the planning, implementation, and accomplishments of operation security tasks and activities.
Operations security Program:	The combined tasks and activities of security management and security analysis that enhance operational effectiveness by satisfying the security requirements in a timely and cost-effective manner through all phases of an operation life cycle.
Safety:	Freedom from danger.

Secure areas:	Locations within facilities that because of equipment locations, information or materials stored, or operations conducted, are restricted to access by selected individuals and/or at specific times.
Security:	Freedom from intentional danger
Security breach:	An unforeseen event or occurrence that endangers life or property and may result in the loss of services or equipment.
Security Committee:	Persons selected by the Company to review, oversee, and provide guidance/direction for security procedures and activities.
Security incident:	An unforeseen event or occurrence that does not necessarily result in death, injury, or significant property damage but may result in minor loss of revenue.
Security threat:	Any source that may result in a security breach, such as a vandal or a disgruntled passenger or employee; or an activity, such as an assault, intrusion, fire, etc.
Threat:	Any real or potential condition that can cause injury or death to passengers or employees or the motoring public or damage to or loss of company equipment, property, and/or facilities.
Threat analysis:	A systematic analysis of operations performed to identify threats and make recommendations for their elimination or mitigation during all activities.
Threat probability:	The probability a threat will occur during the plan's life. Threat probability may be expressed in quantitative or qualitative terms. An example of a threat-probability ranking system is as follows: (a) frequent, (b) probable, (c) occasional, (d) remote, (e) improbable, and (f) impossible.
Threat resolution:	The analysis and subsequent action taken to reduce the risks associated with an identified threat to the lowest practical level.
Threat severity:	A qualitative measure of the worst possible consequences of a specific threat: • Catastrophic. May cause death or loss of a significant component of the operation, or significant financial loss. • Critical. May cause severe injury, severe illness, major damage, or major financial loss. • Marginal. May cause minor injury or damage, or financial loss. • Negligible. Will not result in injury, damage, or financial loss.

Unsafe condition
/ act:

Any condition or act that endangers life or property.

Vulnerability:

Characteristics of passengers, employees, vehicles, and/or facilities that increase the probability of a security breach.

Section 1: Transit Operations Self-Assessment for Operations Security and Response

Management Structure & Operating Process

Personnel: Information

Personnel: Training

Facility/Terminal Security

Passenger & Baggage Screening

Cyber Security

General Emergency Response Capabilities

Business Continuity

The Transit Operations Self-Assessment for Operations Security and Response is a tool that motorcoach companies can use to assess their security needs and response capabilities.

The Transit Operations Self-Assessment for Operations Security and Response is a series of questions designed to help you assess your Company's Security and Response capabilities. Consider each question carefully. If you answer any questions with a "NO", determine its applicability to your company, and determine what actions the company should take to correct the deficiency in the right hand column.

When you have completed this assessment, the company should have a clear understanding of its security and response deficiencies and needs.

Transit Operations Self-Assessment for Transportation Security and Response

	Yes	No	Action to be Taken
Management Structure & Operating Process			
Am I committed to an activist approach to defeat terrorism?			
Do my “direct reports” know of this commitment? Do they share it?			
Do I have a Security Committee or team made up of senior executives?			
Where is our primary meeting place? Is this location properly equipped for situation assessment and internal and external communication with company assets?			
Where is our secondary meeting location, if the primary location is not functional?			
Can I reach Security Committee members immediately, day or night?			
Can all Committee members reach me immediately, day or night?			
Does the Security Committee meet regularly to discuss plans, operating procedures and security information?			
Does the Security Committee monitor threat data, including the U.S. threat color-code?			
Does the Security Committee meet with federal, state, and local law enforcement, security and emergency response units? If so, which ones?			
Are written minutes or other (electronic) records of the meetings kept?			
Does the Security Committee perform (or commission) security vulnerability assessments of the company’s operating units on at least a quarterly basis?			
Has the Security Committee determined what circumstances can harm the operation of the organization?			

	Yes	No	Action to be Taken
Does the Security Committee practice responses to various threat scenarios? Are these drills documented with quantitative (e.g., timed) measurements?			
Does the Security Committee maintain a list of emergency names, telephone numbers, FAX numbers, and email addresses for federal, state, and local emergency responders? Is this list (and copies) kept in safe but accessible places?			
Does the Security Committee monitor external events (e.g., news, CNN, emergency broadcast networks, traffic advisories, intelligence briefings, etc.) to assess possible threats and impacts on operations?			
Does the company have any assets (i.e., land, facilities, equipment, people, and capital) at risk?			
Does a written "risk analysis" exist?			
Has the "risk analysis" been reviewed by any law enforcement, security or emergency response organizations?			
Can all company assets be located within 2 hours?			
Can Corporate Management establish communication with all operating units within 1 hour?			
Is there a plan to remove or minimize the risk in the operation?			
Is there someone within my organization who is responsible for determining the nature, scope and impact of a crisis on our operations and informing me and other affected employees?			
Does the company have a contact list of public authorities with their telephone numbers and names or titles, and a plan for coordinating with these agencies?			
Does the company communicate with other motorcoach companies for crisis coordination?			
Can key staff be contacted during normal hours, nights, weekends?			
Does each employee know what to do during a crisis? (Each senior manager should ask this question.)			

	Yes	No	Action to be Taken
Does the company analyze technical innovations for possible adoption (e.g., tracking devices, communication systems, etc.)?			
Does the company have its own communications, command, and control center?			
Does the company participate with other companies in a collective command and control system?			
Does the company participate with any trade association communications, command and control, or “fusion” center (e.g., American Trucking Association Highway Watch ISAC)?			
Personnel: Information			
Does a complete, accurate and up-to-date list of all employees exist?			
Does the company maintain emergency contact information on its employees?			
Are employees’ identities checked (e.g., Social Security cards, fingerprinting, photographic IDs)?			
Are criminal background checks completed for drivers and other security-sensitive employees?			
Can personnel with names linked to one of the countries that have been identified as supporters of terrorist activities be identified?			
Do these individuals have passports or other documents which indicate travel (business, educational, pleasure) over the last ten years? Have these documents been reviewed?			
Have detailed background checks been performed on these individuals? Have they been personally interviewed by senior management? When was the last time an interview was performed?			
Is U.S. citizenship verified for applicable employees?			
For individuals who are not U. S. citizens, do we have immigration papers on file? (Remember that terrorists can and do obtain U. S. citizenship if they are patient and determined.)			

	Yes	No	Action to be Taken
Does each driver have access clearance (e.g., internal and/or customer facility access credentials, port/airport access badges, local equivalents of the TWIC advocated by TSA)?			
Are written records maintained on these access clearances?			
Are access clearances reviewed on a periodic basis?			
Does the renewal of access clearance require an updated investigation?			
If anything suspicious arises during the investigative process, is there a defined process to follow?			
Are safeguards in place to avoid violation of civil liberties?			
Do personnel have opportunity for discovery, explanation and challenge of unfavorable information?			
Are appropriate company personnel trained in the National Incident Management System (NIMS)?			
Personnel: Training and Enroute Procedures			
Does the company participate in the Highway Watch or Transit Watch Programs?			
Have all company personnel received formal training in the threat of terrorism?			
Have all company personnel received training in company security objectives, security procedures, employee responsibility, organizational security structure, and security support infrastructure?			
Have company drivers, dispatcher, fleet maintenance personnel and terminal employees received training in observing suspicious behavior and/or events?			
Have company drivers, dispatchers, fleet maintenance personnel, and terminal employees received training in reporting suspicious incidents to the company (internally) and/or to external authorities?			

	Yes	No	Action to be Taken
Have company drivers, dispatchers, maintenance personnel, and terminal employees been trained in how to respond to crisis?			
Have company drivers been trained on how to contact available support resources to help while enroute in the event of a crisis?			
Are drivers provided with effective communication devices while enroute?			
Is instantaneous two-way communication with drivers possible?			
Are vehicles' locations automatically tracked and reported enroute?			
Are drivers (and dispatchers and fleet managers) briefed on possible security threats along their route before departure?			
Are guards ever used to accompany drivers?			
Are drivers, fleet managers, and facility managers trained to vary routines whenever practical?			
Facility/Terminal Security			
Does the company have partnerships with local law enforcement officials, emergency responders, and other public safety agencies with jurisdiction over company facilities (i.e., headquarters and remote facilities)?			
Does the company get intelligence regarding local threats? Does the company have a procedure for reporting suspicious behavior to local law enforcement agencies?			
Does the company have a security plan for each of its facilities?			
Have law enforcement officials reviewed the company's facility security plans?			
Is information on the company's facilities restricted and protected?			
Are security guards used during normal working hours?			
Are security guards used during nights and weekends? (Includes armed, unarmed and canine patrols.)			

	Yes	No	Action to be Taken
Are there external patrols of facility perimeters by law enforcement personnel?			
Do the patrols take place on a regular basis?			
Are these patrols predictable or random?			
Is there fencing around the company's facilities?			
Are fences well maintained?			
Are they protected with supplemental defenses (e.g., razor wire, alarms, locks and other protective equipment)?			
Are surveillance cameras, access control devices, alarm systems, communications equipment, and timed closure devices in use? Are these activities monitored, and by whom?			
Are such devices checked regularly for proper operations, with records kept of their testing?			
Is the lighting adequate for security?			
Is access restricted to a single gate or point-of-entry?			
Are there restrictions on visitor access?			
Are visitors required to register and show a photographic ID?			
Is a visitor log kept?			
Must an employee/security staff escort visitors at all times?			
Do employees wear badges or carry photographic ID when at company facilities?			
Are random, spot security checks conducted on personnel?			
Are random, spot security checks conducted on non-commercial vehicles?			
Are security precautions taken for package/materials pickups and deliveries to company facilities?			
Are all non-company vehicles escorted by employees/security staff?			
Are the mail room security procedures recommended by the U.S. Postal Service in use?			
Do vendors provide advance notification of delivery driver and vehicle number? Are there any vendor screening protocols in place?			

	Yes	No	Action to be Taken
Is there a central delivery point for all packages and deliveries inside the facility?			
Is there a central delivery point at an outside gate?			
Are hazardous materials secured in locked buildings or special fenced areas?			
Are all keys signed out, with records kept of their assignment?			
Are hazardous materials quantitatively inventoried to enable theft recognition?			
Are all valves, manways, and other vulnerable fixtures secured when not in use?			
Are all vehicle power sources disengaged when not in use?			
Are all exterior vehicle doors locked when the vehicle is parked?			
Are all seals and locks tamper-resistant or tamper-evident?			
Are records kept of actual and suspected security incidents?			
Can these records help identify trends and potential vulnerabilities?			
Do facility managers know how to report suspicious incidents?			
Do you know how long it takes from incident detection to authority notification?			
Is this response time tested periodically via drills and practice?			
Do you know the expected response time of law enforcement or other emergency teams?			
Has this response ever been measured in a drill?			
Are affected employees knowledgeable and trained about facility security procedures?			
Passenger Screening			
Are passengers screened at the time of ticket purchase, if appropriate?			
Are passengers screened for weapons before boarding, if appropriate?			
Is there a published list of prohibited items for passengers?			

	Yes	No	Action to be Taken
Do passengers have access to their personal belongings at all times?			
Do passengers have access the driver at all times?			
Are passengers reminded to take their possessions with them when they leave the coach?			
Is baggage screened for explosives before loading?			
Is baggage checked for weapons?			
Is an oral or written announcement made (or displayed) requesting passengers to report suspicious events/actions that they observe?			
Cyber Security			
Do you have a written Cyber Security Program?			
Are connections to other networks minimized and secure?			
Are there policies and procedures to ensure there are no unattended, unsecured workstations?			
Is there an account management program?			
Is suitable physical protection provided for computer systems?			
Are there backups for electrical power, communication and storage?			
Do you have security and theft prevention countermeasures, systems and procedures in place (e.g. firewalls, encryption, passwords, etc.)?			
Do you have intrusion detection systems?			
Does the company stay abreast of new cyber threats?			
Are company websites, newsletters, etc. controlled and secure for security violations?			
Is access to sensitive information controlled?			
Do employees receive cyber security training?			
Do you have a written cyber security incident reporting and response procedure?			
Are cyber security systems and procedures tested?			
Do you conduct periodic audits of cyber system and security practices?			

	Yes	No	Action to be Taken
General Emergency Response Capabilities			
Does the company have an Emergency Plan?			
Does the company have Emergency Operating Procedures?			
Does the company have an Incident Response Plan for Terrorism, as an appendix to the Emergency Plan or as a separate plan?			
Does the company coordinate with local public safety organizations on the development, implementation and review of the Emergency Plan and procedures?			
Does the Emergency Plan specify use of the Incident Command System?			
Have employees been trained in the Emergency Plan and Procedures?			
Does the company conduct routine drills and refresher training?			
Are there secure protocols for identifying/communicating an event?			
Does the company coordinate its drilling and training for emergency response with local public safety organizations?			
Does the company conduct briefings of after-action reports to assess performance during the drill or exercise and identify areas in need of improvement?			
Have employees of the company participated in Domestic Preparedness Training Programs sponsored by the Federal government (FEMA, FBI, DoD, etc.)?			
Business Continuity			
Has your company developed, tested and implemented a comprehensive Business Continuity Plan (BCP) or Continuity of Operations Plan (COOP) to be utilized in the continuance of business activities in the event of an emergency?			

	Yes	No	Action to be Taken
Has your company established realistic Recovery Time Objectives (RTOs) as well as Recovery Point Objectives (RPOs) for each of your business functions/processes?			
Have you allocated sufficient resources (human, equipment, financial, management, etc.) to the Contingency Planning effort?			
Does your company have service level agreements (i.e., SLAs) with hot-site recovery facility vendors such as IBM or SunGuard? How current are the agreements? Has a determination been made regarding what is specifically included/excluded in the scope of coverage? Does your company view the SLA as sufficient to address all recovery needs?			
Have you implemented effective communication plans, such that your company can monitor and control the flow of information to all relevant parties (both internal and external) to you company?			
Have you made arrangements for off-site storage: recovery locations and emergency operations located at a safe distance and easily accessible from the site of the incident?			
Do you have processes established to facilitate automatic switching of telephone and data lines?			
Do you have a manual workaround process established to continue operations until information technologies are available?			
Do you have recovery processes established for dealing with loss of information when restoring from backup data?			
Do you have end-to-end process testing done frequently and extensively?			
Do you have plan management and deployment to facilitate maintenance of plans?			
Do you have a BCP awareness program developed and implemented?			

Section 2: Risk Assessment

What Is a Risk Assessment?
Threat Identification and Assessment
Vulnerability Assessment
Consequence Assessment
Calculation of Risk
Prioritizing Needs
Threat Matrix
Vulnerability Matrix
Consequence Matrix
Risk Matrix

See Appendix A for additional information.

What Is a Risk Assessment?

A risk assessment evaluates and compares consequences, vulnerabilities, and threats of potential attacks on critical infrastructure. Development of risk data provides an ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

- Which assets can we least afford to lose?
- What is our responsibility to protect these assets?
- Where do we assume total liability for risk, and where do we transfer risk to local public responders, technical specialists, insurance companies, and the Federal government?

There are many ways to do a risk assessment, but most rely on some form of subjective ranking system. For example, you may prioritize the threats you face as highly likely, somewhat likely, possible, unlikely, or improbable (of course, you could use a greater or fewer number of categories). You may then rate your vulnerabilities (perhaps on a scale from very low to high), considering how easy you believe it would be to exploit that vulnerability given your current operations. You may also rate the consequence of threats to the system. Combining all three ratings into an overall risk rating can help you identify significant risks and focus your energies and limited resources on those vulnerabilities that lead to these risks. The following sections describe a simple risk assessment strategy that can be applied to your company's Elements of Operation.

Threat Identification and Assessment

The first step in the risk assessment is to develop a set of viable threats to your Elements of Operation. A method used to identify the threats to the company's Elements of Operation is the collection of historical data through incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors, events which have occurred to other companies, and terrorist acts and activities that could affect company operations.

Information resources include the following:

- Driver incident reports
- Risk management reports
- Facility security inspection reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Federal, state and local law enforcement and Homeland Security Advisories
- National Threat Levels determined by the Department of Homeland Security

- Statistical reports
- Special requests
- Type of incidents
 - Crimes against persons
 - Crimes against property
 - General incidents
- Disposition of incidents

The Company Security Committee should review security information resources and determine if additional methods should be used to identify threats and vulnerabilities such as a formal evaluation program to ensure that security procedures are maintained and that security systems are operable.

The threats that are most likely to occur include the following disruptive incidents:

- Drunkenness
- Disorderly conduct
- Disputes
- Minor assaults

Other potential occurrences include:

- Road Rage
- Robberies
- Hijacking
- Improvised Explosive Devices
- Biological or Chemical Weapons

In the Threat Matrix, your company can make an assessment concerning the relative likelihood of occurrence of each of the identified threats against each Element of Operation. This assessment should take into account both the ease with which an attack could be planned and executed and the likelihood that a particular attack would be targeted against the specific Element of Operation.

Threats are evaluated on the relative *likelihood* of a criminal or terrorist act occurring. However, this is not likelihood in the traditional sense of the word, since there are not sufficient historical data to know the *probabilities* of any future terrorist acts; it is simply used as a good substitute.

Vulnerability Assessment

The next step in the risk assessment is to evaluate the vulnerability of the Elements of Operations to each of the identified threats.

Security testing and inspections may be conducted to assess the vulnerability of the company's Element of Operations to each threat. Testing and inspection includes the following three-phase approach:

- Equipment preparedness - to ensure that security equipment is operable and in the location where it belongs
- Employee proficiency - To ensure that employees know how and when to use security equipment
- System effectiveness - To evaluate security by employing security system exercises, including exercises with governmental/law enforcement agencies.

In the Vulnerability Matrix, your company can make an assessment concerning the vulnerability of each Element of Operation to each identified threat. Vulnerability ratings should be based on an evaluation of current security procedures, equipment, and training. Notes should be kept for each asset, identifying specific vulnerabilities or security gaps. These notes will be used in the needs assessment portion of the process to identify risk reduction solutions.

Consequence Assessment

The next step in the risk assessment is to evaluate the consequence of each of the identified threats to the Elements of Operations. The consequence of an event can include a number of impacts to your company, customers, or region, including: casualties, business impact, economic impact, and replacement cost.

In the Consequence Matrix, your company can make an assessment concerning the consequence of each identified threat to each Element of Operations. Each identified threat should be evaluated against the specific Element of Operations. A subjective estimate should be made for the expected level of consequence that would result from a successful attack.

Calculation of Risk

The final step in the risk assessment is to calculate a level of relative Risk for each of the identified threats against each Element of Operations. The level of relative Risk is calculated as the product of the Threat rating, the Vulnerability rating, and the Consequence rating.

$$\text{Risk} = \text{Threat} \times \text{Vulnerability} \times \text{Consequence}$$

The final calculated relative Risk ratings should be entered into the Risk Matrix. These values represent the overall Risk of each identified threat at each Element of Operations. They will be used to prioritize potential risk reduction solutions.

Prioritizing Needs

Companies have limited security dollars, making it necessary to prioritize the needs to be addressed and the primary security objectives (PSOs). Ultimately, you have to decide which vulnerabilities you need to address, the order in which they should be addressed, and the relative value of various risk mitigation solutions. The risk assessment presented here provides you with a method for prioritizing risks and needs.

The Company Security Committee should review the results of the risk assessment. High-risk threats to Elements of Operations should be identified and prioritized based on the final Risk rating. Reviewing the notes that were developed as part of the vulnerability assessment, specific risk reduction measures should be identified. These measures could include security systems or devices, personnel, response capabilities, training, or exercises. Measures can be prioritized based upon the Risk rating for the threats that they are likely to address, and the relative effectiveness of the measure at reducing those Risks.

An appropriate course of action, acceptable to company management, should be determined and implemented.

Threat Matrix

Using a scale of 1 to 4, rate each the relative likelihood of occurrence for each identified threat against each element of your operations, with one being the least likely, to four being the most likely. Ratings should take into account both the ease of which an attack could be planned and executed and the likelihood that a particular attack would be targeted against the specific Element of Operation.

*for example

Elements of Operations (Assets)	Threat														
	Unacceptable Passenger Behavior	Attack on Passenger	Attack on Driver	Robbery	Hijacking	Bomb	Radiological	Biological	Chemical	Fire	Flood	Earthquake	Hurricane	Tornado	
<i>*Maintenance Facility</i>															
<i>*Offices</i>															
<i>*Bus Parking Area</i>															
<i>*Terminal</i>															
<i>*Buses</i>															
<i>*Information Systems</i>															

[Note: the list should be detailed, for example each type of service or each facility. The ‘Threats’ heading should list all potential crimes, terrorist acts, and natural disasters that have occurred or may occur, affecting your operations.]

Vulnerability Matrix

Using a scale of 1 to 4, rate each element of your operation's vulnerability to all identified threats, with one being the least vulnerable, to four being the most vulnerable (attack is likely to significantly impact the element of operations). Ratings should be based on an evaluation of current security procedures, equipment, and training. Notes should be kept for each asset, identifying specific vulnerabilities or security gaps.

*for example

Vulnerability

Elements of Operations (Assets)	Unacceptable Passenger Behavior	Attack on Passenger	Attack on Driver	Robbery	Hijacking	Bomb	Radiological	Biological	Chemical	Fire	Flood	Earthquake	Hurricane	Tornado	
<i>*Maintenance Facility</i>															
<i>*Offices</i>															
<i>*Bus Parking Area</i>															
<i>*Terminal</i>															
<i>*Buses</i>															
<i>*Information Systems</i>															

[Note: the list should be detailed, for example each type of service or each facility. The 'Threats' heading should list all potential crimes, terrorist acts, and natural disasters that have occurred or may occur, affecting your operations.]

Consequence Matrix

Using a scale of 1 to 4, rate each the relative consequence of each identified threat against each element of your operations, with one representing the least consequence, to four representing the greatest consequence. Consequence ratings should be based on an evaluation of all potential impacts, including: casualties, business impact, economic impact, and replacement cost.

*for example

Elements of Operations (Assets)	Consequence														
	Unacceptable Passenger Behavior	Attack on Passenger	Attack on Driver	Robbery	Hijacking	Bomb	Radiological	Biological	Chemical	Fire	Flood	Earthquake	Hurricane	Tornado	
<i>*Maintenance Facility</i>															
<i>*Offices</i>															
<i>*Bus Parking Area</i>															
<i>*Terminal</i>															
<i>*Buses</i>															
<i>*Information Systems</i>															

[Note: the list should be detailed, for example each type of service or each facility. The ‘Threats’ heading should list all potential crimes, terrorist acts, and natural disasters that have occurred or may occur, affecting your operations.]

Risk Matrix

For each identified Threat and Element of Operation, calculate a level of Risk as the product of the Threat, Vulnerability, and Consequence ratings.

$$\text{Risk} = \text{Threat} * \text{Vulnerability} * \text{Consequence}$$

*for example

Elements of Operations (Assets)	Risk														
	Unacceptable Passenger Behavior	Attack on Passenger	Attack on Driver	Robbery	Hijacking	Bomb	Radiological	Biological	Chemical	Fire	Flood	Earthquake	Hurricane	Tornado	
<i>*Maintenance Facility</i>															
<i>*Offices</i>															
<i>*Bus Parking Area</i>															
<i>*Terminal</i>															
<i>*Buses</i>															
<i>*Information Systems</i>															

[Note: the list should be detailed, for example each type of service or each facility. The ‘Threats’ heading should list all potential crimes, terrorist acts, and natural disasters that have occurred or may occur, affecting your operations.]

Section 3: Security and Emergency Preparedness Plan Guidelines

Title Page Division of Responsibilities Responsibility Matrices Existing SEPP Capabilities and Practices Training and Exercising Coordinating with Public Safety Agencies Coordination with Other Companies Evaluation Modification and Update

This Guideline is a means from which a motorcoach operator can prepare a Security and Emergency Preparedness Plan that is customized to its operation and size.

See Appendices A, B, C, D & E for additional information.

Transit System Security & Emergency Preparedness Plan (SEPP)

[Company Name]

Date:

Revision History:



CONFIDENTIAL AND SECURITY SENSITIVE INFORMATION

This document is confidential and security-sensitive. Any reproduction or dissemination of any portion of this document is prohibited without the written consent of the Chief Operating Officer of the Company.

This Security and Emergency Preparedness Plan (SEPP) will attempt to ensure that, if confronted with a security event or major emergency, [NAME OF COMPANY] personnel will respond effectively, using good judgment, ensuring due diligence, and building on best practices, identified in drills, training, rules and procedures.

This level of proficiency requires the establishment of formal mechanisms and procedures to be used by all personnel to identify security threats and vulnerabilities associated with operations, and to develop controls to eliminate or minimize them. This Plan also requires processes for:

- Coordinating with law enforcement and other public safety agencies to manage response to an incident that occurs on a vehicle or affects operations, and
- Identifying a process for integrating company resources and capabilities into the community response effort to support management of a major event affecting the community.

Management expects all employees, volunteers and contractors, especially those working directly with passengers, to support this Plan.

Division of Responsibilities

All Personnel

All personnel must understand and adopt their specific roles and responsibilities, as identified in the SEPP, thereby increasing their own personal safety and the safety of our passengers and the motoring public, during normal operations and in emergency conditions.

To ensure the success of the SEPP, the following functions must be performed by personnel:

- Immediately reporting all suspicious activity, no matter how insignificant it may seem, to the Operations Manager or his/her designee;
- Immediately reporting all security incidents
- Using proper judgment when managing disruptive passengers and potentially volatile situations
- Participation in all security and emergency preparedness training, including drills and exercises

- Becoming familiar with, and operating within, all security and emergency preparedness procedures for the assigned work activity
- Notifying the Chief Executive Officer or his/her designee when a physical or mental condition, or required medications or therapies, may impair the employee's ability to perform security or emergency preparedness functions
- Accurately completing "Employee Statements" and appropriate reports as quickly as possible
- Cooperating with/assisting first responders as necessary

Chief Executive Officer (CEO)

The Chief Executive Officer (CEO) has the overall authority to develop and execute the company's SEPP. Ultimate accountability for implementation of the SEPP rests with the Chief Executive Officer. In addition, the CEO is responsible for the following specific activities:

- Ensuring that sufficient resources and attention are devoted to the SEPP, including:
 - Development of standard operating procedures related to employee security duties
 - Development and enforcement of safety and security regulations;
 - Development of emergency operating procedures to maximize company response effectiveness and minimizing service interruptions during emergencies and security incidents;
 - Provision of proper training and equipment to employees to allow an effective response to security incidents and emergencies
- Development of an effective notification and reporting system for security incidents and emergencies
- Designating a Point of Contact (POC) to manage the SEPP
- Establishing a Security Committee
- Communicating security and emergency preparedness as top priorities to all employees
- Developing relations with outside organizations that contribute to the EPP Program, including local public safety and emergency planning agencies

SEPP Point of Contact (POC)

To ensure coordinated development and implementation of the SEPP, the CEO has designated [INSERT TITLE OR NAME] as the Security and Emergency Preparedness Point of Contact (POC) for development and implementation of the SEPP. The POC, who reports directly to the CEO, has been granted the authority to utilize specific company resources to develop the SEPP, to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

The [INSERT TITLE OR NAME] has the responsibility for overseeing the SEPP on a daily basis. The [INSERT TITLE OR NAME] will be the direct liaison with the company's drivers and dispatchers, regarding the Program. The [INSERT TITLE OR NAME] will also serve as the primary contact with public agencies. To the extent that liaison is necessary with local, state and federal agencies, the [INSERT TITLE OR NAME] will serve as the lead liaison for the company. The [INSERT TITLE OR NAME] will also be responsible for the agenda items for Security Committee meetings and actions.

In managing this Program, the POC will:

- Be responsible for successfully administering the SEPP and establishing, monitoring, and reporting on the company's security and emergency preparedness objectives
- Review current company safety, security and emergency policies, procedures, and plans, and identifying needed improvements on a semi-annual basis
- Develop and implement plans for addressing identified improvements
- Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees
- Develop, publish, and enforce reasonable procedures pertinent to company activities for security and emergency preparedness
- Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding security and emergency preparedness
- Review new company purchases to identify security related impacts
- Ensure performance of at least one emergency exercise annually

Security Committee (SC)

Given the nature and scope of [NAME OF COMPANY] operations, it has been determined that a separate Security Committee is [necessary or unnecessary]. [If unnecessary, start here.] As a continuing responsibility of the [Vehicle Accident Prevention or Safety Committee], [If necessary, start here] there will be a permanent agenda oriented toward security and emergency preparedness matters, ranging from comments on the management of the SEPP to liaison with public agencies and feedback from employees. It will also be an ongoing part of the security agenda to determine the level of compliance with company policies, rules, regulations, standards, codes, procedures, and to identify changes or new challenges as a result of incidents or other operating experience.

The SEPP POC will be responsible for managing the security agenda during the Security Committee meetings. When appropriate, members of local fire and police departments, state and federal agencies will be invited to participate in the Committee meetings.

The Security Committee provides the primary mechanism through which the company:

- Identifies security conditions and problems at the company
- Organizes incident investigations and develops and evaluates corrective actions to address findings

- Obtains data on company security performance
- Develops strategies for addressing company security problems
- Coordinates the sharing of security responsibilities and information
- Manages the integration of security initiatives and policies in company operations
- Evaluates the effectiveness of the security program
- Manages the development and revision of company policies, procedures, and rulebook
- Coordinates interaction with external agencies
- Reviews, evaluates and recommends approval of reports from company staff

The Committee also ensures that all company employees, volunteers and contractors:

- Have a full knowledge of the security program and emergency preparedness programs
- Make security and emergency preparedness a primary concern while on the job
- Cooperate fully with the company and local, state and federal agencies regarding any incident investigation
- Raise security and emergency preparedness concerns

Supervisors

Supervisors are responsible for communicating the company's security and emergency preparedness plan and procedures to all employees, volunteers and contractors. For this reason, supervisors must have full knowledge of all security rules and policies. Supervisors must communicate those plans and procedures to operations personnel in a manner that encourages them to incorporate SEPP practices into their everyday work. The specific responsibilities of supervisors include the following.

- Having full knowledge of all standard and emergency operating procedures, and are strongly encouraged to be trained in the National Incident Command System (NIMS).
- Ensuring that drivers make security and emergency preparedness a primary concern when on the job.
- Cooperating fully with the SEPP regarding any accident investigations as well as listening and acting upon any security concerns raised by the drivers.
- Immediately reporting security concerns to the SEPP POC.

In addition, when supporting response to an incident, supervisors are expected to:

- Provide leadership and direction to employees during security incidents;
- Handle minor non-threatening rule violations;
- Defuse minor arguments;
- Determine when to call for assistance;
- Make decisions regarding the continuance of operations;
- Respond to service complaints;
- Respond to security related calls with law enforcement officers when required, rendering assistance with crowd control, victim/witness information gathering, and general on-scene assistance;

- Complete necessary security related reports;
- Take photographs of damage and injuries;
- Cooperate and coordinate with all outside agencies at incident scenes

Drivers

In addition to the general responsibilities identified for ALL PERSONNEL, drivers (including volunteers and contractors) are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing security incidents, and in responding to emergencies. Each driver will:

- Conduct vehicle security inspections
- Take charge of a security incident scene until the arrival of supervisory or emergency personnel
- Collect fares in accordance with company policy (if applicable)
- Attempt to handle minor non-threatening rule violations
- Respond verbally to complaints
- Attempt to defuse minor arguments
- Determine when to call for assistance
- Maintain control of the vehicle
- Report all security incidents to dispatch
- Complete all necessary security related reports
- Support community emergency response activities as directed by company policies, plans and procedures

Other Personnel

Other personnel also have responsibilities for the SEPP.

Dispatchers are expected to:

- Receive calls for assistance
- Dispatch supervisors and emergency response personnel
- Coordinate with law enforcement and emergency medical service communications centers
- Notify supervisory and management staff of serious incidents
- Establish on-scene communication
- Complete any required security related reports
- Provide direction to on-scene personnel

Mechanics (including volunteers and contractors) are expected to:

- Conduct vehicle security inspections
- Report suspicious behavior, packages, or situations
- Report vandalism
- Report threats and vulnerabilities of vehicle storage facilities

- Provide priority response to safety and security critical items such as lighting
- Maintain facility alarm systems

Human Resources personnel are expected to:

- Ensure all pre-employment screening processes are carried out effectively
- Notify the Chief Executive Officer of employee disciplinary action that may result in the affected employee becoming a risk to company facilities, systems, passengers, employees or other assets
- Educate employees on employee ID policy and procedure
- Ensure confidentiality of employment records and personal employee data

Communications (Marketing-Customer Service-Community Relations) are expected to:

- Request assistance from public safety resources as needed for special events
- Provide insight into potential threats and vulnerabilities through feedback from customer focus groups and other information sources
- Designate a Public Relations Coordinator (PRC) for media contact regarding security incidents and issues

Other Critical Roles and Responsibilities

- *Location Response Coordinator (if company has more than one location)* - This person will be responsible for carrying out all required activities at his/her operating location. This person may direct others at their location to assist in accomplishing necessary actions, but must be kept fully informed of progress and activities for immediate reporting to the Security Crisis Response Coordinator. The Location Response Coordinator will directly report to the Security Crisis Response Coordinator during the use of this plan. (Suggested personnel: General Manager or Terminal Manager)
- *Public Relations Coordinator* - This person will be responsible for interacting with the media. This person should be in the same location as the Security Crisis Response Coordinator and should be kept fully informed of all activities and issues. No other person will interact with the press, or engage in any public relations related to the security threat or incident.
- *Passenger Assistance Coordinator* - A person at each operating location will be designated to coordinate and assist all affected passengers to ensure their comfort and safety throughout a security related crisis. This person will also be responsible to answer calls of family members regarding the status and whereabouts of affected passengers. Other staff members may be assigned to assist in responding to family calls as needed. (Suggested Personnel: Dispatchers and Safety Directors)
- *Driver Support and Direction Coordinator* - This person will be responsible for attending to drivers' needs during the crisis and preparing them for resumption of normal activities.

This person will also be responsible for answering calls from family members regarding the status and whereabouts of the driver. (Suggested Personnel: Dispatchers and Safety Directors)

Security & Emergency Preparedness Practices & Actions

[Summarize methods and procedures, devices, and systems utilized by the company to minimize and respond to security incidents and emergencies*]

*for example

*A summary of the existing proactive methods, procedures, and actions to prevent, deter, or minimize security incidents include:

- Emphasis on company personnel awareness
- Participation in local law enforcement and emergency response training and drills
- Review of local law enforcement and emergency response materials
- Analysis of security incidents and suspicious activities to refine and improve courses of action including:
 - Identifying potential and existing problem areas
 - Developing and refining action plans
 - Implementing the plans
 - Measuring results
- Hosting an annual meeting with local law enforcement
- Annual meeting with local emergency management agency
- Review of company emergency plans
- Review of TSA documentation on system security and emergency preparedness
- Coordinate with DHS/TSA
- Posting of contact data for law enforcement and DHS/TSA
- Conducting security surveys with local law enforcement as a formal threat and vulnerability analysis process
- Local police notification/participation in employee discharge and/or discipline process as needed
- Evaluation of security/emergency response procedures for completeness and accuracy
- Participation by local law enforcement in training of new drivers as requested to increase awareness in security matters
- Presentations by local police and company personnel to employees, the public or other groups interested in security matters
- Development and distribution of crime prevention information on company brochure for passengers and the public
- Conducting criminal background investigations of employment applicants
- Conducting inspections of facilities
- Conducting security awareness training for employees, contractors and volunteers
- Conducting security inspections
- Identifying and purchasing necessary security technologies

- Conducting crisis training for employees
- Defining system shutdown protocols
- Conducting mock system shutdown
- Coordinating with public emergency response organizations
- Conducting Business Continuity Exercise

Training and Exercising

[Company should formulate SEPP training and exercising program taking into account the considerations identified below]

1. This section should describe basic and refresher security and emergency-related training programs for personnel with associated responsibilities.
2. Description of all security-related training including refresher for non-security staff provided, including content, duration.
3. Description of the process used to identify security-related training needs, to develop and present training classes, and to determine qualifications for instructors.
4. This section should explain how the company determines what training to offer and ensures that all individuals are trained appropriately.

A sample Training & Exercising Description is as follows:

- All personnel will receive emergency response and evacuation training for facility-related events upon hire.
- All applicable personnel will receive Operation Secure Transport training within 90 days of hire.
- All employees will receive refresher Operation Secure Transport refresher training on a biannual basis.
- All applicable personnel will receive Highway Watch Training as soon as possible after hire.
- A mock system shutdown or a mock local security incident will be scheduled to monitor company and employee preparedness and to determine areas for improvement. A review of all security incidents will be conducted on an annual basis to identify improvements to training and exercising. Any improvements identified will be incorporated into future employee training and exercising.

Coordination with Public Safety Agencies

[Identify (by name and contact number) the local, state and federal law enforcement, fire services, emergency medical services, and emergency planning agencies within the company's service area]

To support improved emergency and incident preparedness and response the company will participate in, at a minimum, one exercise or drill with local public safety organizations in order to:

- Review current plans and policies
- Identify current security and emergency considerations
- Develop procedures (if necessary)
- Establish and maintain ongoing communication
- Update communications plan, ensure interoperability with local law enforcement in service areas

Coordination with Other Companies

[Identify (by name and contact number) companies within your county or neighboring counties that may need to be contacted in the event of a critical incident]

Evaluation

Internal

The SEPP is a “living document” and needs to address issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate personnel to constantly evaluate the effectiveness of the SEPP as well as implementation. The POC will work with the SC to ensure that the SEPP is evaluated for effectiveness [ENTER TIME FRAME (e.g. every 6 months)].

External

The SEPP POC will also serve as the company liaison with external agencies involved in the auditing of existing procedures associated with the SEPP.

Modification and Update

If during the internal or external evaluations, or based upon SC findings and activities, the company will revise its SEPP and supporting documentation and training to reflect new practices, policies, and procedures. The SC is responsible for screening changes and modifications to facilitate ongoing revisions to keep the SEPP current.

Section 4: Emergency Response Procedures Guidelines

**Sample Emergency Contact Directory
Emergency Response Procedures
Operational Procedures to be Followed Throughout a
Security Threat or Incident**

This guideline is a means from which a motorcoach operator can prepare Emergency Response Procedures that are customized to operation and size.

Based upon your operation and size, the following topics should be considered for response procedures:

- Emergency Contact Directory
- Facility Emergencies
 - Emergency Evacuation/Shelter Procedures and Routes
 - Emergency Shutdown Procedures
 - Employee Accountability Procedures Following an Emergency Evacuation
 - Emergency Response, Rescue and Medical Duties
 - Assistance to Emergency Responders
- In Vehicle Emergency Procedures
 - Vehicle Breakdowns
 - Vehicle Accidents
 - Sick or Injured Passenger
 - Fire or Smoke on Bus
 - Aggressive/Confrontational Passenger Behavior
 - Bomb Threat
 - Terrorist Attack
 - Suspicious Package
- Operational Procedures to be Followed Throughout a Security Threat or Incident

Sample Emergency Contact Directory

COMPANY:

ADDRESS:

COMPANY CONTACTS:

SEPP POC (Emergency Response Coordinator):
General Manager:
Safety Director:

LOCAL GOVERNMENT AGENCIES

Emergency Services (OES):
Sheriff/Coroner:
Police:
Coroner:
Health Dept.:
Animal Control:
Mental Health Services:
Crisis Line:

LOCAL MEDICAL CENTERS:

Hospital Emergency:
_____ Clinic:
_____ Clinic:
_____ Clinic:
Mental Health Services:
Crisis Line:

Emergency Response Procedures

1. FACILITY EMERGENCIES

Types of Emergency:

- Fire
- Explosion
- Tornado/Weather
- Bomb Threat
- Chemical Spill/Leak
- Violence
- Medical
- Other

Emergency Evacuation/Shelter Procedures and Routes

- Emergency evacuation/shelter procedures have been developed. Each employee receives these procedures when hired, reassigned, etc. Persons accountable for this task are:

NAME	TITLE	WORK AREA

- Evacuation/shelter master maps have been posted in each identified work area and are kept current. Persons accountable for this task are:

NAME	TITLE	WORK AREA

- Evacuation/shelter assistance during emergencies will be provided by designated employees in each work area. These employees will have received training in assisting employees during evacuation movements to shelter locations.

NAME	WORK AREA	TRAINING RECEIVED	DATE OF TRAINING	NAME OF TRAINER

- Training is/was provided for employees when:
 - a. The plan was initiated or has changed
 - b. Responsibilities change
 - c. Employees are hired or transferred

Persons accountable for this task are:

NAME	TITLE	WORK AREA	DATE OF TRAINING	NAME OF TRAINER

Emergency Shutdown Procedures

During some emergency situations, it will be necessary for some specifically assigned and properly trained employees to remain in work areas that are being evacuated long enough to perform critical operations. These assignments are necessary to ensure proper emergency control. The following personnel have been assigned these duties.

NAME	WORK AREA	JOB TITLE	DESCRIPTION OF ASSIGNMENT

These individuals have received special instructions and training by their immediate supervisors to ensure their safety in carrying out the designated assignments. A training record describing the instructions provided and the detailed procedures to be followed is maintained in the Emergency Response Coordinator's Office.

Record of Emergency Shutdown Procedures/Critical Operations Training

NAME	ASSIGNMENT	DATE OF TRAINING	NAME OF TRAINER

Employee Accountability Procedures Following An Emergency Evacuation

Each supervisor is responsible for accounting for each assigned employee following an emergency evacuation. This will be accomplished by performing the procedures established for such an eventuality.

Employee Accountability

1. Reassembly locations have been established for all evacuation/shelter routes and procedures. These locations are designated on each posted work area evacuation/shelter route map.
2. All work area supervisors and employees must report to their designated reassembly locations immediately after an evacuation or move to a sheltered location.
3. Each employee is responsible for reporting to his or her supervisor so that an accurate head count can be made. Supervisors will check off the names of all those reporting and will report those not checked off as missing to the Emergency Response Coordinator.
4. The Emergency Response Coordinator will be located at one of the following locations:
 - A. Primary Location: _____
 - B. Secondary Location: _____
5. The Emergency Response Coordinator will determine the method to be utilized to locate missing personnel.

Emergency Response, Rescue and Medical Duties

It may become necessary in an emergency to respond to the source of the emergency (e.g. fire) to rescue personnel and perform some specified medical duties, including first-aid treatment. All employees assigned to perform such duties will have been properly trained and equipped to carry out their assigned responsibilities properly and safely.

The following employees have accepted specific assignments and received specific training:

NAME	LOCATION	SPECIFIC ASSIGNMENT	SPECIFIC TRAINING PROVIDED	DATE OF TRAINING	NAME OF TRAINER

Assistance to Emergency Responders

It may be necessary to assist emergency responders in entering and searching facilities. All employees assigned to perform such duties will have been properly trained and equipped to carry out their assigned duties properly and safely.

NAME	ASSIGNMENT	TRAINING PROVIDED	DATE OF TRAINING	NAME OF TRAINER

Special Instructions and Procedures

All personnel performing emergency rescue and medical duties must follow these instructions:

2. In Vehicle Emergency Procedures

These procedures have been established to respond to emergencies involving vehicles. The following general principles apply to all such emergencies:

- Take charge
- Save lives
- Save property
- Call for help
- Gather information

Drivers will be responsible for initiating these procedures. Dispatch, Safety and other applicable personnel are responsible for assisting and coordinating necessary actions to address the emergency.

- **Vehicle Breakdowns**

DRIVER

- Stop bus in safe location
- Explain to customer
- Set out emergency triangles and put

DISPATCHER

- Upon notification from driver – who, what, where, when and driver/customer cell phone if

- on flashers
- Contact dispatcher – who, what, where, when and driver/customer cell phone if available
- If you suspect fire or danger evacuate the bus
- If on highway keep customers on the bus

- **Vehicle Accidents**

DRIVER

- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Check for injuries
- Set out emergency triangles and put on flashers
- Contact dispatcher – who, what, where, when and driver/customer cell phone
 - Pass out passenger cards
 - Courtesy Cards to witnesses
 - Seating chart
 - Accident report
- Stay until released by dispatcher
- DO NOT ADMIT RESPONSIBILITY. Only make statements to police, company supervisors, or other company personnel
- Do not move the bus until instructed to do so by a police officer or company supervisory personnel
- The Accident Report must be completed immediately after the accident

- **Sick or Injured Passenger**

DRIVER

- Stop bus in safe location
- Look for Medic-Alert bracelet or necklace
- Contact 911 and dispatcher – who,

available

- Contact local police to inform of bus location
- Contact Safety Director
- Contact General Manager

DISPATCHER

- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Contact General Manager
- Contact Safety Director

DISPATCHER

- Upon notification from driver – who, what, where, when and driver/customer cell phone if available

what, where, when and driver/customer cell phone if available

- Ask for passengers with medical help, “Doctor, nurse, EMT on board?”
- Render whatever assistance they are capable of
- Caution should be taken to avoid coming in contact with blood or other bodily fluids
- Await for instructions from dispatcher

- Contact 911 – who, what, where, when and driver/customer cell phone if available

- Contact Safety Director
- Contact General Manager
- Direct all media calls to SEPP POC, General Manager or Safety Director
- Select another bus driver and bus to meet that driver
- Contact SEPP POC if appropriate

- **Fire or Smoke on Bus**

DRIVER

- Stop bus immediately, turn engine off, and open doors
- *Getting customers off bus is first priority*
- Control the fire using the fire extinguisher, *remember arm’s width.*
- After evacuating Contact 911 and dispatcher – who, what, where, when and driver/customer cell phone if available
- Await for instructions from dispatcher
- Fill out accident reporting kit
 - Pass out passenger cards
 - Courtesy Cards to witnesses
 - Seating chart
 - Accident report
- Stay until released by passenger
- DO NOT ADMIT RESPONSIBILITY. Only make statements to police, company supervisors, or other company personnel.
- Do not move the bus until instructed to do so by a police officer or company supervisory personnel
- Accident Report must be completed immediately

DISPATCHER

- Contact driver get update
- Select another bus driver and bus to meet the driver
- Coordinate tow truck/mechanic
- Direct all media calls to SEPP POC, General Manager or Safety Director
- Get accident forms from driver upon return from accident

- **Aggressive/Confrontational Passenger Behavior**

DRIVER

Hold Ups, Hijacking, Shootings, Homicides,
Hostage Situations, Assaults and Severe
Passenger Disturbances on the Bus

- Do not resist or try to overwhelm attacker(s)
- If possible, try to pull the bus over in a safe location
- If possible, signal the dispatcher using a duress code
- If possible, signal to police
- If possible, contact 911 and dispatcher – who, what, where, when and driver/customer cell phone if available
- Remember details of the person(s) and get away vehicle if any – *Think of CYMBALS*

Persons

- C = Color (hair, skin, eyes)
- Y = Year of birth (age)
- M = Make (Italian, Asian, Hispanic)
- B = Body (Height & Weight)
- A = Attire (color & type)
- L = Looks (tattoo, beard, hair type)
- S = Sex (male or female)

Get Away Car

- C = Color
- Y = Year
- M = Make/Model
- B = Body Style
- A = All Others (damage, signs or attachments)
- L = License Plate Number
- S = State
- Wait for instructions from dispatcher

DISPATCHER

- If you hear a duress code, respond to driver, try to get – who, what, where, when and driver/customer cell phone if available
- If no answer try to contact driver every 15 minutes with “bus _____ you failed to check in, what is your location?”
- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Contact Safety Director
- Contact General Manager
- Contact SEPP POC
- Select another bus driver and bus to meet that driver if applicable
- Direct all media calls to General Manager or Safety Director

- **Bomb Threat**

DRIVER

- DO NOT PANIC . . . most bomb threats are false
- Stop the bus at a safe location
- Put on emergency flashers
- Stand up, face the customers and announce “Please do not panic, we are having a problem with the bus, take all your packages, please exit the bus and stand by the tree (any location at least 300 feet away)”
- Do not answer any questions, firmly ask customers to leave the bus
- Check bus for left behind passengers
- DO NOT TOUCH ANY EXPLOSIVE DEVICES OR SUSPICIOUS PACKAGES
- DO NOT USE THE BUS RADIO OR A CELLULAR TELEPHONE NEAR A SUSPICIOUS PACKAGE
- After evacuating tell passengers about the bomb threat
- After evacuating Contact 911 and dispatcher – who, what, where, when and driver/customer cell phone if available
- Await instructions from dispatcher

DISPATCHER

- DO NOT PANIC . . . most bomb threats are false
- Contact Safety Director
- Contact General Manager
- Contact SEPP POC
- If unable to reach General Manager or Safety Director within 5 minutes:
 - If directed to a particular bus notify driver
 - Get a bus and driver out to pick up the passengers from the threatened bus immediately
- If unable to reach General Manager or Safety Director within 5 minutes:
 - Call all buses “this is a general threat warning only extra vigilance requested, there has been a general bomb threat against [NAME OF COMPANY] or [GEOGRAPHIC DESCRIPTION]
- Direct all media calls to SEPP POC

- **Terrorist Attack**

DRIVER

- Contact 911 and dispatcher – who, what, where, when and driver/customer cell phone if available
- Stay away from impact area
- Dispatch/police will inform you of best evacuation route
- If in smoke shut all windows and vents
- If chemical attack explain to passengers;

DISPATCHER

- Contact 911 – who, what, where, when and driver/customer cell phone if available
- Contact SEPP POC
- Contact Safety Director
- Contact General Manager
- Start coordinating alternate plans
- Direct all media calls to SEPP POC

- Not to leave
- They need to be decontaminated by authorities
- May take a long time – be patient
- If they go home they may get sick and infect others

- **Suspicious Package**

DRIVER

- Stop Bus in a safe location
- DO NOT TOUCH THE PACKAGE
- Make a general announcement to try to determine ownership
- Check with other employees to see if they can identify the owner
- Contact 911 and dispatcher; coordinate response– who, what, where, when and driver/customer cell phone if available

DISPATCHER

- Upon notification from driver – who, what, where, when and driver/customer cell phone if available
- Talk with driver get details on package:
 - TELL DRIVER NOT TO TOUCH THE PACKAGE
 - Why is it suspicious?
 - Is the package sealed or closed?
 - Does the package have ownership information, if so contact owner
 - Is the package in an area not normally visited by the public/customer?
 - Make a general announcement to try to determine ownership
 - Ask customers in the area if they misplaced the package
 - Check with other employees to see if they can identify the owner
 - Does the package exhibit any suspicious indicators, such as protruding wires, oily stains or odors?
 - Are there any unusual noises coming from the package, such as an electric hum or ticking noises?
 - Is the package leaking fluid

or powder?

- Consider package suspicious if a package is sealed with no marking and left in a place not normally used by the employees or public; or
 - There are unusual noises, smells, wires, leaking fluid or powder; or
 - You have some other reason to believe it is suspicious
- Contact Safety Director
- Contact General Manager or Location Manager (if applicable)
- Contact SEPP POC
- Direct all media calls to SEPP POC or designated person
- Select another bus driver and bus to meet the driver

Recommended Operational Procedures to Be Followed Throughout a Security Threat or Incident

- A call is received from a person making a threat or from an individual informing us of an incident. Information regarding this call must be transferred immediately to the General Manager at the location where the call was received. The General Manager will immediately inform the SEPP POC.
- All phone numbers known to the public must have real voice 24 hour answering capabilities.
- All people who will answer phones must be trained in security awareness to detect suspicious situations.
- If a threat or an actual event is communicated by the driver and involves a person or situation on the coach, immediate notification of the appropriate law enforcement and other appropriate first response agencies may be made, while informing the SEPP POC.
- The SEPP POC will detail actions to be taken as a whole or at each particular location to the Location Response Coordinators. The Location Response Coordinators will, in turn, carry out these activities through communications with appropriate management personnel, drivers, and others, as necessary.
- Cell phones will be the primary means of communication from each location to all drivers. It is therefore important that each vehicle be equipped with a cell phone which can be carried by the driver at all times when away from the vehicle and away from the home base. Alternately, drivers may be issued company cell phones which must be required to be carried at all times when they are away from the home base with a motorcoach.
- A complete listing of all cell phone numbers issued to drivers or assigned to units as well as a complete listing of all home phone numbers for drivers and other employees must be developed and kept up to date at each location. A copy of a current listing must also be forwarded to the SEPP POC.
- If cell phones cannot be used during a

crisis, alternate methods of regular contact or emergency contact must be developed. These can include a listing of numbers where drivers are housed during off duty periods (e.g. hotels or other locations based upon scheduled service, charter or tour itineraries). Drivers should be provided with specific instructions that, if cell phones do not work, they attempt to contact dispatch during any known crisis and then re-contact dispatch as directed.

- The location of all motorcoaches must be accounted for. When drivers are contacted, specific locations should be reported. Any units which are not driven should be accounted for at one of the facilities.
- A daily inventory of coaches must be made. To accomplish this, the bus inventory form will be completed at each location for all units assigned to it. Any unit not accounted for must be reported immediately to the General Manager and then to the SEPP POC.
- Satellite global positioning technology is suggested for all buses. This technology should be investigated, costs estimated, and efforts to obtain funding for implementation should be made.
- The Location Response Coordinator will provide appropriate instructions to drivers.
- Each location should contact and work with local emergency responding agencies to determine the most appropriate response to bomb threats or biohazard threats, and should seek information then to determine their desired response by the Company if a threat is made upon one or all of our buses. If an actual incident occurs, we must know where we should evacuate our passengers.
- A directory of all emergency phone numbers including TSA, FBI, DHS, state and local agencies should be developed and kept up to date at each

location. This list should be forwarded to the SEPP POC.

- The accommodation and safety of passengers must be achieved by the Passenger Assistance Coordinator.
- Any passengers experiencing a medical emergency must be attended to directly and locally through contact of medical authorities by the driver.
- Reasonable accommodations (hotels, transportation to and from designated areas, etc.) must be detailed and deployed by the Passenger Assistance Coordinator.
- The Passenger Assistance Coordinator must provide information concerning the status and whereabouts of affected passengers to inquiring family member.
- Use of e-mail notifications and the website should be maximized for this purpose.
- The Driver Support and Direction Coordinator should provide coordination and assistance to drivers throughout the crisis.
- Appropriate information regarding the status and whereabouts of the drivers should be provided to their families when requested.
- The SEPP POC will direct the resumption of normal operations after the crisis has passed and/or clearance has been provided by law enforcement or first responder agencies.
- If no national emergency has been declared, hours of service must be considered for the resumption of normal service.
- Notification of resumption of normal service to passengers should be achieved through the website and e-mail notification as much as possible.

Appendices

Appendix A:	Addressing Varying Threat Levels
Appendix B:	Security Plan Considerations
Appendix C:	Security Issues to be Integrated into Risk Management of Fleet Operations
Appendix D:	Considerations for Conducting Emergency Crisis Response Exercises
Appendix E:	Reference Documents and Helpful Industry Websites

Appendix A: Addressing Varying Threat Levels

The U.S. Department of Homeland Security determines the national threat level based on information it receives from the various security organizations. The five levels of the Homeland Security Advisory System (HSAS) are color-coded based on the assessed threat condition. A *low* condition (*green*) indicates a low risk of terrorist attack; a *guarded* condition (*blue*) indicates a general risk; an *elevated* condition (*yellow*) indicates a significant risk of terrorist attack; a *high* condition (*orange*) elevates the level to a high risk; and a *severe* condition (*red*) is the highest level, indicating a severe risk of attack and requires the highest level of security.

The national threat level may be increased by one or more levels depending on the nature of any pending threats. For example, if an attack occurred under a guarded threat level (blue), the level would be immediately raised to severe (red). While it is not required that your plan address varying threat levels, it is highly recommended. Some organizations adopt a system with less than five threat levels (for example, often green, blue, and yellow are lumped into a single category, resulting in three threat levels).

Your security plan should address the specific measures or actions to be implemented for each of the threat levels. Again, some of these measures may require only a policy change, while others may require a company to incur up-front costs at the lowest threat level to prepare for the highest threat level. You must already have the measures identified and ready to be implemented if a “red” threat condition is declared. Here is an example of why you need to think through your measures to see if there may be a problem with implementation. If your plan includes the use of off-duty police officers for security to satisfy a primary objective at orange or red threat levels, you may have a problem. When you need them most (at the red level), they are unavailable – having been assigned to perform other duties. Increased staffing needs for the police at the orange threat level may make them unavailable. Therefore, an alternative strategy or contingency plan would need to be included to address this deficiency.

When considering how to respond to varying threat levels, you should remember that the threat to your operation may be elevated for various reasons, including trip destinations or the location of your facility, even if the national threat level is not raised. For example, there was an alert to possible terrorist threats in a state located in the Midwest but HSAS remained at yellow. Motor carriers operating in that state, however, might have implemented their plans for the orange level. Future threats and alerts could be specific to your location, as in this example, or to your industry.

Some examples of general measures to address the varying threat conditions are provided in the following table.

Threat Conditions		Measures
LOW 	A low risk of terrorist attacks.	General measures include ensuring personnel receive proper training on the HSAS; regularly assess vulnerabilities of all facilities and regulated sectors.
GUARDED 	A general risk of terrorist attacks.	In addition to protective measures for low condition, review and update emergency procedures; check communications with drivers and employees.
ELEVATED 	A significant risk of terrorist attacks.	In addition to protective measures taken in guarded condition, increase surveillance of critical locations; implement contingency and emergency plans, as appropriate.
HIGH 	A high risk of terrorist attacks.	In addition to protective measures for elevated condition, driver should take additional precautions when stopping en route; restrict facility access to essential personnel.
SEVERE 	A severe risk of terrorist attacks.	In addition to protective measures for high condition, monitor or constrain driver travel or locations for stopping.

As the table shows, with each increase in threat, additional measures are implemented. Note that while you may implement additional measures as the threat level is raised, you must be prepared for such implementation well in advance of actual implementation. When the threat is elevated, it will be too late to shop for equipment or to train employees.

The following example for a motor carrier with only one small facility will help illustrate the concepts presented in this chapter. We will provide some sample security measures, organized by HSAS threat level, for a primary objective related to personnel security.

Primary Objective: Prevent unauthorized people from entering facility

Sample Security Measures to Implement at Condition Green or Blue

- Implement photo employee ID badge system;
- Establish control and custody process for badges;
- Enforce display of badges for employees and visitors;
- Rely on employees to challenge individuals with no visible badge or credentials;
- Install a fence around facility;
- Install security guard station(s) at gate(s), but leave them unstaffed; and
- Install perimeter lighting.

Additional Sample Security Measures to Implement at Condition Yellow

- Periodically patrol the site at irregular intervals to spot individuals not displaying their badges;
- Check vehicle inventory and account for all vehicles on a daily basis; and
- Occasionally test employee response to individuals without visible badges or credentials.

Additional Sample Security Measures to Implement at Condition Orange

- Limit site access to one entrance and exit;
- All visitors must be escorted at all times; and
- Post a security guard at the gate for 24-hour (around the clock) coverage.

Additional Sample Security Measures to Implement at Condition Red

- Deny visitors and vendors access to the site.

Notice that a guard gate is used at a higher threat level (orange), but needs to be installed initially, when the threat is low. Otherwise, it is too late to start constructing one in the hectic situation that will undoubtedly accompany an elevated threat. All physical or hardware-based security measures should be ready to deploy when they are needed.

Appendix B: Security Plan Considerations

Corporate vs. Facility Level Planning

A security plan is not a “one-size-fits-all” plan. Each plan for a site or terminal will vary based on the facility layout, design, location, highway access, and operations. In the event your company has more than one terminal or operation location, each facility would need to have a site-specific security assessment, considering its unique characteristics. Each facility would also need a site-specific security plan developed for and maintained at that facility. Policies or procedures may be set at the corporate level in some cases, but when implemented, may need some modification at the facility level. Plans should be reviewed on a regular basis.

Some companies may group their facilities according to the nature of their operations and the types and levels of service that they accommodate. Security planning may be done at different levels of detail for each type of facility, with the more critical facilities getting a very in-depth treatment. Some companies may wish to implement a corporate-wide security plan for each type of facility since those grouped together are very similar. This may not be appropriate! Facilities of similar size and service levels may not have similar threats and vulnerabilities. One may be in a very rural location and another may be very close to a major urban population, critical bridge, or other potential terrorist target. Local law enforcement in one area may be very proactive and effective in deterring terrorist activity and may be understaffed in another area. Also, consider the routes that vehicles take when leaving your terminals, and the destinations of the routes or trips. Your facility may not be in a target-rich environment, but the routes you use may be. Site- and operation-specific analysis and treatment are always required; however, the plan you implement may still be the same.

Security Plan Components

There are three major components that must be included in your security plan in some form: personnel security, unauthorized access, and en route security. The number and extent of the measures that you choose to implement for each component is solely dependent on your analysis of your threats and vulnerabilities and your determination of the cost-effectiveness of each measure for your organization.

This section offers more examples on how to structure the primary objectives and select specific security measures that meet them. These are offered only as limited examples and may not be appropriate or sufficient for your organization. You should develop the details of your security plan to address the vulnerabilities that you have identified in your security assessment.

Personnel Security

Personnel security includes confirmation of identity and credentials. Identification of personnel is the foundation for trust-based access control. This means a degree of confidence that an individual is who he represents himself to be and has the skills and experience claimed. This trust progresses through the ability to confirm compliance with various operational safety and security requirements to sophisticated permission systems in support of information and physical access control. Please review the graduated example below.

Primary Objective: Confirm the identity and credentials of applicants and employees

Sample Security Measures to Implement at Condition Green

- Check motor-vehicle records;
- Have a criminal background check;
- Check if applicant is listed on the FBI Watch List;
- Confirm past employment;
- Confirm Social Security number; and
- Subject to drug and alcohol testing—drug or excessive alcohol use may make the individual more susceptible to blackmail or coercion.

Additional Sample Security Measures to Implement at Condition Orange

- Former employees must return all company-issued credentials at the time of their separation from the Company;
- Review the personnel files of employees who were recently terminated by your company to determine if they may pose a current security threat;
- All employees must use a current credential to access workplaces (no piggybacking through access-controlled areas); and
- Interview applicants only at certain times and dates.

PERSONNEL PROTECTION

Personal physical security as well as safety is an essential component of this planning. This begins with the ability of the individual to recognize threatening situations. This must also be supported by systems and infrastructure that provide the capability for a proper response. Robust communications, particularly the ability to communicate as well as function under duress, are an essential consideration. Review the graduated example below. Are there other security measures you would add under a particular condition?

Primary Objective: Protect personnel deemed as critical

Sample Security Measures to Implement at Condition Green

- Determine if the organization has personnel deemed as critical;
- Establish procedures for the protection of personnel deemed critical;

- Identify and assess potential safe havens within buildings to use in emergencies (safe havens are areas that are more survivable than other areas in buildings—basements, hallways, inner rooms, or stairwells—and that generally offer a significant barrier to an intruder);
- Inform employees about buildings that contain safe havens;
- Have an emergency evacuation plan;
- Ensure the emergency evacuation plan has escape routes, emergency lighting, and exits; and
- Establish emergency lockdown/shelter-in-place procedures.

Additional Sample Security Measures to Implement at Condition Blue

- Rehearse procedures for the protection of personnel deemed critical;
- Conduct drills moving employees to designated safe havens; and
- Periodically run drills to test the emergency evacuation plan.

Additional Sample Security Measures to Implement at Condition Yellow

- Ensure that personnel are alerted and familiar with the emergency evacuation plan; and
- Ensure that personnel are familiar with emergency lockdown/shelter-in-place procedures.

Additional Sample Security Measures to Implement at Condition Orange

- Be prepared and implement the emergency evacuation plan or lockdown/shelter-in-place plans, if required.

Additional Sample Security Measures to Implement at Condition Red

- Implement protection procedures for critical personnel; and
- Implement the safe-haven plan.

Unauthorized Access

Access control is usually associated with either information or an enclosed space. In either case, the basic organization and approach to defining the control strategy should be as follows:

External Surveillance

Primary Objective: Provide awareness of the area outside the protected space, so that early warning of possible unauthorized access is provided

Review the security measures below. What others can you think of?

- Install closed-circuit television (CCTV) to observe your facility externally and actively monitor its view of critical spaces;
- Increase perimeter lighting;
- Have security/law enforcement periodically check identified covered observation posts that can observe the site;

- Have security/law enforcement periodically check identified cover/concealment opportunities for criminals or terrorists around the site;
- Have security/law enforcement periodically check located infiltration/egress routes for criminal or terrorist use around the site; and
- Have security/law enforcement periodically check the buffer zones around any facility.

Obstacles and Barriers

Obstacles and barriers provide the ability to prevent, discourage, or delay entry into the protected space at its outer boundaries. Another graduated example is provided below. Is this approach starting to make sense?

Primary Objective: Maintain a physical safety system

Sample Security Measures to Implement at Condition Green

- Install a fence around the site;
- Fenced sites should have a “clear zone” inside and outside the fence for unobstructed observation;
- Fenced-in sites should have the capability to have locked, secure gates;
- Install a security alarm system;
- Have sufficient lighting in and around the site; and
- Purchase all necessary equipment for implementation at higher threat levels. A determination will have to be made as to when to install any equipment or devices, even if not used until later. If installation is time consuming, waiting until condition orange or red may be too late.

Additional Sample Security Measures to Implement at Condition Blue

- Periodically check lighting in and around the site;
- Test the security alarm systems;
- Test the site alarm system with local law enforcement;
- Test cyber-security protocols and back up plans on a semi-annual basis; and
- Locking hardware for gates should be casehardened chain and high-security padlocks.

Additional Sample Security Measures to Implement at Condition Yellow

- Routinely check lighting in and around the site; and
- Rehearse actions required if the security alarm system is activated.

Additional Sample Security Measures to Implement at Condition Orange

- Activate previously installed lighting in areas not routinely covered;
- Activate the emergency law enforcement notification system; and
- Backup automated access systems with employees.

Additional Sample Security Measures to Implement at Condition Red

- Employ additional portable lighting in and around the site for critical assets, and

- Employ obstacles or barriers in addition to standard fencing. Examples would be using concertina or razor wire to provide a double fence, or placing Jersey barriers to restrict vehicular traffic. While the concertina wire or Jersey barriers would have to already be on site, they can be put in place very quickly.

Access Control

Portals should allow authorized personnel, equipment and material to pass through, and exclude the passage of all else. To accomplish this filtration, it is necessary to identify those who have entrance permission. Possession, such as the use of a key, is the most passive form of confirmation, progressing to biometric and confirmation of access systems that can be real-time updated.

Primary Objective: Maintain control of everyone entering the facility

Sample Security Measures

What other measures would be appropriate for your operations?

- Determine if employee identification badges are required;
- Establish a control and custody process for the identification badge program;
- Enforce display of badge for employees while at work;
- Require photo identification badges;
- Limit site access to one entrance and exit;
- Post security guard at gate(s) if not routinely done; and
- Deny visitors, vendors, and job applicants access to the site.

Intrusion Detection

The protected space should not rely totally on boundaries and access controls. Confidence in the protected space can be maintained by an awareness of activities, comparing this awareness with established norms to recognize aberrant conditions.

Primary Objective: Detect unauthorized entry into the facility

Sample Security Measures

Once again, can you come up with other measures?

- Train employees to recognize unauthorized people inside the facility;
- Institute periodic roving patrols of the facility perimeter;
- Install a property alarm system;
- Integrate alarm systems with security force and regularly exercise and check for reliability;
- Tie site alarm system and video surveillance system (if applicable) into local law-enforcement department;
- Have a video camera monitor areas not under direct observation;
- Employ explosive/GBR detection devices; and
- Use metal detectors/x-ray machines to screen personnel, visitors, and bags.

Communication and Reporting

Fire alarms, intercoms, dedicated communication stations and similar assets can be employed in support of detection and response protocols. These capabilities can be employed in non-traditional ways to augment security requirements. Graduated examples are listed below. Review these and, as before, see if you can develop other primary objectives and security measures that would apply.

Primary Objective: Maintain positive communication with driver

Sample Security Measures to Implement at Condition Green

- Implement a predetermined communication plan with drivers and dispatch;
- Driver and dispatcher communicate as needed via cell phone or radio; and
- Purchase equipment and plan for primary, secondary, or tertiary means of communication. As mentioned previously, a determination will have to be made as to when to install any equipment or devices, even if not used until later.

Additional Sample Security Measures to Implement at Condition Blue

- Driver and dispatch maintain regular daily communication via cell phone or radio; and
- Train with new equipment and test your plan for primary, secondary, or tertiary means of communication.

Additional Sample Security Measures to Implement at Condition Yellow

- Implement plan for primary and secondary means of communications;
- Driver and dispatch maintain communication every eight hours via cell phone or radio;
- Ensure dispatchers are familiar with drivers and their voices, and vice versa; and
- Employ radio and Internet deceptive measures for routes, times, and deliveries.

Additional Sample Security Measures to Implement at Condition Orange

- Employ tertiary means of communications to augment primary and secondary means; and
- Driver and dispatch maintain communication every four hours via cell phone or radio.

Additional Sample Security Measures to Implement at Condition Red

- Driver and dispatch maintain communication every two hours via cell phone or radio; and
- Increase frequency of GPS satellite location messages, if used, for certain high-hazard materials.

Dispatch and Response

The response capability should be described in terms of timing, capability, and quantity. Any response that can disrupt or otherwise degrade a potential attack scenario, without placing additional people at risk or otherwise raising the potential target value, may be considered as a security measure. Can you think of other security measures besides those listed below? What could be some primary objectives that the security measures would address?

Sample Security Measures

- Establish procedures for retaining essential employees on site;

- Have an emergency notification plan for employees (e.g., calling tree);
- Plan and procedures for emergency closure;
- When a trip is delayed, late, or does not arrive as scheduled, have an emergency procedure in place for notification;
- Conduct drills and rehearsals with the security response force; and
- Implement predetermined alternate routes and safe stopping places as necessary.

Information Systems

The use of systems can enhance security and allows for the rapid dissemination of information. However, these systems must be secure or protected to prevent intrusion. Once again, some security measures are listed below. Develop one or more primary objectives and then use the measures below, or others you think of, to satisfy each primary objective.

Sample Security Measures

- Initiate a mass notification system for emergencies (public-address system, intercom, alarm);
- Install a computer-intrusion-detection system;
- Monitor Internet activity in your organization;
- Periodically test back-up power for communication systems; and
- Periodically test cyber-security protocol.

En-route Security

A vehicle in transit represents not just a moving target, but also a critical space in constant exposure to an uncontrolled environment harboring a diversity of threats. When defining primary objectives, it is important to remember that the cargo is the prime source of consequential damage. Security measures that do not, in some way, link directly to the covered materials, but just the vehicle, may be of limited value.

Tracking Systems

Satellite systems and other technologies are excellent examples of graduated security capabilities. The frequency of location and status checks can be varied with HSAS alert levels and tailored to specific materials, reflecting the threat environment and potential consequences. A graduated example of measures is listed below. As you review it, think of what other technology is available to enhance security.

Primary Objective: Employ technology to enhance en route security

Sample Security Measures to Implement at Condition Green

- Plan for primary (phone/cell phone), secondary (radio), and tertiary (satellite tracking) means of communications;
- Install by-pass and shutdown mechanisms;
- Install panic-button option in vehicles; and
- Install theft-protection devices to disable fuel, hydraulics, and/or electrical systems;

- Driver should always have a communication device readily available to him;
- Purchase all other necessary technology devices to be installed; and
- Routinely use primary means of communications.

Additional Sample Security Measures to Implement at Condition Blue

- Train with new equipment and test plan for primary, secondary, and tertiary means of communications;
- Periodically use secondary means of communication.

Additional Sample Security Measures to Implement at Condition Yellow

- Periodically use tertiary means of communication.

Appendix C: Security Issues from the SEPP to be Integrated into Policies and Procedures Governing Fleet Operations

FLEET OPERATIONS COMPONENT	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
TITLE		
MANAGEMENT COMMITMENT	➤ Safety Policy Statement	➤ SECURITY AND EMERGENCY PREPAREDNESS
COMPLIANCE RESPONSIBILITIES	➤ Operations/Safety Manager ➤ Drivers, mechanics and others operating company vehicles (and volunteers) ➤ Accident Prevention Committee ➤ Safety incentive program(s)	➤ EXPANDED TO ADDRESS SEPP ➤ CREATION OF SEPP POINT OF CONTACT (POC) ➤ SECURITY COMMITTEE ➤ SEPP AGENDA FOR QUARTERLY SECURITY COMMITTEE MEETINGS
DRIVERS – INITIAL HIRE	➤ Application ➤ Interviews ➤ Driver Performance History ➤ Physical Requirements/Examinations ➤ Drug Testing ➤ Age ➤ Knowledge of English ➤ Driver Licensing ➤ Operating Skills ➤ Ability to perform simple math ➤ Reasonable knowledge of the service area and ability to read basic maps ➤ A road test given by a designated Company Supervisor is required	➤ CRIMINAL RECORDS CHECK ➤ EXPANSION OF NEW HIRE BACKGROUND CHECK ➤ EXPANSION OF NEW HIRE APPLICATION PROCESS TO EMPHASIZE IMPORTANCE OF SAFETY AND SECURITY

FLEET OPERATIONS COMPONENT	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
TITLE		
INITIAL TRAINING	➤ Company Policies and Procedures ➤ Federal and State Regulations ➤ Pre and Post Trip Inspections ➤ Vehicle Familiarization ➤ Basic Operations and Maneuvering ➤ Special Driving Conditions ➤ Backing ➤ Bad Weather ➤ Boarding and Alighting Passengers ➤ Defensive Driving ➤ Passenger Communication and Assistance Training ➤ Off Road ➤ On Road	➤ ADDITIONAL TRAINING TO ADDRESS SECURITY AWARENESS, REPORTING SUSPICIOUS ACTIVITY, REPORTS AND DOCUMENTATION, PRE AND POST TRIP INSPECTIONS, AND RESPONDING TO SECURITY-RELATED CRISES
DRIVERS- ONGOING SUPERVISION AND TRAINING	➤ Training - refresher/remedial ➤ Evaluation and supervision ➤ Motor vehicle record checks ➤ Physical examination ➤ Drug/Alcohol testing ➤ Safety meetings ➤ Seat-belt usage ➤ Discipline/recognition ➤ Preventable accidents/injuries	➤ ADDITIONAL REFRESHER TRAINING AND “PROFICIENCY TESTS” FOR KNOWLEDGE OF EMERGENCY PROCEDURES ➤ ADDITIONAL RESPONSIBILITIES FOR SUPERVISION
EMERGENCY PROCEDURES	➤ Emergency driving procedures ➤ Accident causes ○ Slippery road surfaces ○ Driving at night ○ Driving in mountainous areas ○ Winter driving ○ Driving in very hot weather	➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE ADDITIONAL SECURITY AND EMERGENCY CONDITIONS ➤ EXPANSION OF EMERGENCY PROCEDURES TO INCLUDE SUPPORT OF COMMUNITY RESPONSE TO A

FLEET OPERATIONS COMPONENT	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
TITLE		
	➤ Vehicle breakdowns and unavoidable stops ➤ Vehicle fire/evacuation ➤ Hold up/robbery ➤ Hijacking ➤ Natural disasters ○ Tornado ○ Flood procedures - vehicle	MAJOR EVENT OR EMERGENCY ➤ EXPANSION OF PROCEDURES FOR MANAGING DIFFICULT AND THREATENING PASSENGERS, INCLUDING ASSAULT AND HIJACK ➤ EMERGENCY TRAINING AND EXERCISING
PASSENGER SAFETY	➤ General guidelines ➤ Seatbelts (if applicable) ➤ Child safety seats ➤ Mobility device securement and passenger restraint systems ➤ Difficult passengers ➤ Medical condition/medical assistance ➤ Basic First Aid ➤ Bloodborne pathogens/infection control	➤ EXPANSION OF PROCEDURES FOR RESPONSE TO BOMB THREATS AND CHEMICAL, RADIOLOGICAL AND BIOLOGICAL EVENTS
VEHICLES & EQUIPMENT	➤ Vehicles & equipment ○ A Level Inspection ○ B Level Inspection ○ C Level Inspection ➤ Pre & post trip inspections ➤ Emergency equipment on vehicles and usage ➤ Use of emergency equipment on vehicle ➤ Vehicle security ➤ Vehicle safety in and around the shop or yard	➤ EXPANSION OF VEHICLE SECURITY PROCEDURES ➤ EXPANSION OF MAINTENANCE PROCEDURES FOR IDENTIFYING AND REPORTING VANDALISM, SUSPICIOUS SUBSTANCES, OR VEHICLE TAMPERING ➤ EXPANSION OF VEHICLE PROCUREMENT PROCEDURES TO ADDRESS AND INCLUDE SECURITY TECHNOLOGY

FLEET OPERATIONS COMPONENT	POLICIES AND PROCEDURES	ADDITIONAL ISSUES IN SEPP
TITLE		
ACCIDENT MANAGEMENT	➤ Accident documentation packet ➤ Accident notification procedures – driver responsibility ➤ Accident investigation – management responsibility ➤ Accident investigation kit ➤ Reconstruction & analysis ➤ Drug and alcohol tests ➤ Media relations and crises communication after an accident	➤ ADDITIONAL TOOLS FOR ACCIDENT DOCUMENT PACKET TO ADDRESS SECURITY ➤ ADDITIONAL TOOLS FOR MEDIA RELATIONS
INSURANCE CLAIMS AND LITIGATION MANAGEMENT	➤ Dealing with adjusters ➤ Dealing with attorneys – ours/theirs	➤ ADDITIONAL CONSIDERATIONS FOR COVERAGE
DAY TO DAY OPERATIONS – MONITORING FOR SAFETY	➤ Record keeping ➤ Keeping informed ○ Websites ○ Publications	➤ ADDITIONAL REPORTS FOR SECURITY-RELATED INCIDENTS

Appendix D: Considerations for Conducting Emergency/Crisis Response Exercises

Experience shows that exercises are the most practical, efficient, and cost effective way to measure preparedness for disasters and crises. The aim for any company should be to develop a progressive exercise program, a long-term approach in which exercises are planned, conducted, and evaluated as building blocks to competency in crisis management.

There are two principal benefits of such a program. First, people practice their role and gain proficiency in crisis management. Second, the coordination among service providers and local emergency response agencies is improved. These benefits arise not from exercising alone, but from evaluating the exercise and acting upon those results. An exercise has value only when it leads to individual and/or collective improvement.

Key terms used in the development of exercises include the following:

- **Progressive Exercise Program:** A commitment from the company and community public safety agencies to plan and conduct increasingly more challenging exercises over a period of time, to achieve and maintain competency in executing the local crisis management plan.
- **Objective:** A goal expressed in simple, clear, specific, and measurable terms. Serves as the foundation of all exercise planning.
- **Scenario:** The overall outline of how an exercise will be conducted. Includes the narrative, major/detailed sequence of events, problems or messages, and expected actions. Often used interchangeably with the term narrative.
- **Narrative:** A word “picture” that includes all essential elements of information concerning the incident used to initiate an exercise.

Types of exercises include the following:

- **Drill:** Supervised activities that test, develop, or maintain skills in a single response procedure (such as: communications, notification, lockdown, shutdown, fire) and the possible or probable interaction with local government agency functions (such as: incident command posts, rescue squad entry, police perimeter control) will involve actual field response. These activities help prepare for more complex exercises in which several functions are coordinated and tested.
- **Activity Exercise:** Designed to promote emergency preparedness; test or evaluate emergency operations, policies, plans, procedures or facilities; train personnel in emergency duties; and demonstrate operational capabilities.

- Full-Scale Exercise: Evaluates the operational capability of emergency response management systems in an interactive manner. Includes the mobilization of emergency personnel and resources required to demonstrate coordination and response capability. Tests total response capability as close to a real emergency as possible.
- Functional Exercise: A fully simulated interactive exercise; tests one or more functions in a time-pressured realistic simulation; focuses on policies, procedures, roles, and responsibilities.
- Orientation Seminar: An informal discussion designed to familiarize participants with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
- Tabletop Exercise: Simulates an emergency situation in an informal, stress-free environment. Designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans.

The National Incident Management System (NIMS) protocols should be incorporated into exercises conducted by the company as much as practical.

Appendix E: Reference Documents and Helpful Industry Web Sites

Reference Documents

The following are resources used to develop the policies and procedures documented in this template:

Title: **Operation Secure Transport: Security Awareness Training for Motorcoach Operators**

Authors: Daecher Consulting Group, Inc. and SPS Enterprises, Inc.

Year: 2004

Sponsoring Agencies: United Motorcoach Association and the American Bus Associations through grants provided by the Transportation Security Administration

Available: www.OnlineSafetyTraining.com

Title: **High Threat Security**

Author: Jeff Beatty

Year: 2002

Sponsoring Agency: American Bus Association

Available: www.buses.org

Title: **Critical Incident Management Guidelines**

Authors: Annabelle Boyd and James Caton

Year: 1998

Sponsoring Agency: Federal Transit Administration (FTA)

Volpe Report #: DOT-VNTSC-FTA-98-05

DOT Number: FTA-MA-26-7009-98-1

Available: www.transit-safety.dot.gov

Title: **Protecting Surface Transportation Systems and Patrons from Terrorist Activities – Volume One**

Author: Brian Michael Jenkins

Year: January 1997

Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies

Report Number: IISTPS 97-4

Full text available at: www.transweb.sjsu.edu/publications/terrorism/Protect.htm

Title: **Protecting Surface Transportation Systems Against Terrorism and Serious Crime – 2001 Update**

Author: Brian Michael Jenkins

Year: October 2001

Sponsoring Agency: San Jose University, Mineta International Institute for Surface Transportation Policy Studies

Report Number: IISTPS 01-7

Full text available at: www.transweb.sjsu.edu/publications/terrorism/Protect.htm

Title: Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Title X, Section 1012

Year: October 25, 2001

Enacted by Congress

Full text available at: <http://thomas.loc.gov/cgi-bin/bdquery/z?d107:h.r.03162>:

Title: Terrorism in the United States 1999, 30 Years of Terrorism A Special Retrospective Edition

Year: 1999

Sponsoring Agency: U.S. Department of Justice, Federal Bureau of Investigation

Full text available at: www.fbi.gov/publications/terror/terror99.pdf

Title: Life After Terrorism, What You Need to Know to Survive in Today's World

Author: Bruce D. Clayton

Year: 2002

Available for Purchase at: www.paladin-press.com

Helpful Industry Websites

American Bus Association: www.buses.org

Center for Defense and International Security Studies: www.cdiss.org/hometemp.htm

Center for Security Policy: www.security-policy.com

Chemical and Biological Defense Information Analysis Center: www.cbiac.apgea.army.mil

Commercial Vehicle Safety Alliance: www.cvsa.org

Critical Infrastructure Assurance Office: www.ciao.gov

Daecher Consulting Group, Inc.: www.safetyteam.com

Defense Threat Reduction Agency: www.dtra.mil/index.htm

Department of Homeland Security: www.dhs.gov

Emergency Net News: www.emergency.com

Federal Computer Incident Response Capability: www.fedcirc.gov

Federal Motor Carrier Safety Administration: www.fmcsa.dot.gov

Institute for the Advanced Study of Information Warfare: www.psycom.net/iwar.1.html

International Policy Institute for Counterterrorism: www.ict.org.il

National Infrastructure Protection Center: www.nipc.gov

National Security Agency: www.nsa.org

National Terrorism Preparedness Institute: terrorism.spjc.cc.fl.us

Overseas Security Advisory Council: www.ds-osac.org

Rapid Response Information System: www.rris.fema.gov

Terrorism Research Center: www.terrorism.com

Training Alternatives Group, LC: www.taglp.com

Transportation Security Administration: www.tsa.gov

United Motorcoach Association: www.uma.org

US Department of Transportation, Office of Hazardous Materials Safety: hazmat.dot.gov

US Secret Service National Threat Assessment Center: treas.gov/uss/ntac.htm

US State Department, Office of the Coordinator for Counterterrorism: www.state.gov/s/ct



(INSERT LOCAL TRANSIT PROPERTY NAME HERE)

ZERO TOLERANCE DRUG AND ALCOHOL POLICY FOR EMPLOYEES IN SAFETY-SENSITIVE JOB FUNCTIONS

Summary: This is a zero tolerance policy covering this transit system and is applicable to all Transdev North America, Inc., employees who are incumbents in safety-sensitive positions, to all applicants or employees who may apply for or who may transfer to a safety-sensitive position and to contractors who perform safety-sensitive job functions. This program was initially installed by this corporation January 1, 1995.

The Drug and Alcohol Program Manager/Designated Employer Representative for this location is **(Name and Title)**:

Date this revision of the Transdev North America, Inc., Drug and Alcohol Policy was installed at this location: _____

Revision # 1: January 2007
Revision # 2: June 2007
Revision # 3: September 2008
Revision # 4: May 2010
Revision # 5: March 2012
Revision # 6: September 2014
Revision # 7: April 2015
Revision # 8: January 2016
Revision # 9: January 2018



I. INTRODUCTION

TRANSDEV is dedicated to providing safe, dependable transportation services to our passengers. We are also dedicated to providing a safe, drug and alcohol-free workplace for our employees.

Drug and alcohol testing is mandated by the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) in 49 CFR Part 40, and Part 655, as amended. In addition, drugs are prohibited in the workplace by the "Drug-Free Workplace Act of 1988." The regulations implementing this Act are located in 49 CFR Part 29. TRANSDEV is required to comply with these regulations. The following policy and procedures will apply to you based upon the job functions you perform for TRANSDEV.

This program became effective on January 1, 1995.

II. POLICY ADOPTION

The TRANSDEV Board of Directors has adopted this policy.

Note: Additional requirements and/or disciplinary actions established under Transdev's own authority are entered in *ITALICS*.

III. EMPLOYEE CATEGORIES SUBJECT TO TESTING

Employees subject to the provisions of the anti-drug and alcohol misuse prevention program are all safety-sensitive classifications. Safety sensitive function means any of the following duties, when performed by employees of TRANSDEV or its contractors or sub-contractors:

1. Operating a revenue service vehicle, including when not in service;
2. Operating a non-revenue service vehicle, when required to be operated by a CDL holder;
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;
5. Carrying a firearm for security purposes.

A list of the job titles specifically considered to be safety sensitive is contained in Appendix A.



Supervisors are subject to the provisions **only** if they perform, or may be called upon to perform a safety-sensitive function.

Participation in the drug and alcohol testing program and submission to drug and alcohol testing administered in accordance with part 655 is a requirement of each safety sensitive employee, and therefore, is a condition of employment.

IV. PROHIBITED BEHAVIOR

The DOT prohibited drugs – marijuana, cocaine, opioid, amphetamines / methamphetamines, PCP and MDMA (Ecstasy) are always illegal and employees are prohibited from consuming any of them at any time.

The “opioid” category will continue to test for codeine, morphine, and heroin; however, the “opioid” testing panel will now be expanded to include four (4) new semi-synthetic opioids:

1. (1) Hydrocodone, (2) Hydromorphone, (3) Oxycodone, and (4) Oxymorphone.
2. Common brand names for these semi-synthetic opioids include, but may not be limited to: OxyContin®, Percodan®, Percocet®, Vicodin®, Lortab®, Norco®, Dilaudid®, Exalgo®.

In addition, under the Drug-Free Workplace Act, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is prohibited at any time. Use of prescription drugs which may impair job performance or mental or motor function by an employee or any other person to whom this Policy applies while on company premises or in the course of conducting company business, including while subject to being on-call in a paid status, at lunch or on breaks, is strictly prohibited. Employees covered by this policy can be tested for prohibited drugs anytime while on duty.

Safety sensitive employees may not use alcohol from any source while on duty, within four (4) hours prior to performing safety-sensitive duty, while subject to being on-call in a paid status, or within eight (8) hours following an accident requiring an alcohol test, unless the test was completed within eight hours. *The possession or use of alcohol on company premises or while in the course of conducting company business is strictly prohibited.*

Transdev North America, Inc. strongly encourages employees to abstain from alcohol consumption for at least 8 hours prior to performing safety sensitive duties.

Alcohol tests may only be conducted just before, during, or just after an employee’s performance of a safety-sensitive function. Covered employees are



prohibited from performing or continuing to perform a safety-sensitive function while having an alcohol concentration of 0.04 or greater.

V. NOTICE OF CONVICTIONS

It is the policy of TRANSDEV that employees notify the company within 5 days of any criminal drug statute conviction for a felony or misdemeanor violation occurring in the workplace. Within 30 days, TRANSDEV will make a determination of action based upon the incident. Employees convicted of drug offenses will be subject to discipline up to and including termination.

VI. EMPLOYEE SELF-REFERRAL INTO A SUBSTANCE ABUSE TREATMENT PROGRAM

It is Transdev's policy that a safety sensitive employee may refer himself or herself, prior to being notified of or otherwise subject to an upcoming substance abuse test, into a substance abuse program, by reporting his or her substance abuse problem to the Employee Assistance Program (EAP), Substance Abuse Counselor, their immediate supervisor, or department manager. The Substance Abuse Program Administrator will make a referral to a substance abuse counselor and place the employee on unpaid Administrative Suspension. Once notice has been received from the substance abuse counselor that the employee is ready to return to duty and has been compliant with the prescribed treatment plan, the employee will be required to take a Non-DOT Return to Duty test and be subject to Non-DOT Follow-Up testing as directed by the substance abuse counselor.

In the instance of a self-referral, the employee will be subject to non-USDOT return-to-duty and follow-up testing modeled using the process described in 49 CFR Part 40. However, all non-USDOT return-to-duty and non-USDOT follow-up tests and all paperwork associated does not constitute a violation of the Federal regulations and will be conducted under the sole authority of Transdev on non-USDOT testing forms.

VII. CIRCUMSTANCES FOR TESTING

Any such testing, if done in addition to an FTA required test will be secondary and require totally separate void or breath sample from the FTA test. Policy mandates that employees selected for drug and /or alcohol testing be provided a notification form which documents the referral to testing. The form should specify the type of test required, the date and time the employee was notified, time the employee arrived at the collection site and authority mandating the test. The completed form should be returned to Transdev upon completion of the test, and



filed for reference. (Formatted notification forms can be found in the Transdev North America, Inc., Safety Policies and Procedures Manual.

DOT tests must be completely separate from Non-DOT tests in all respects.

A. Pre-Employment

Following a conditional offer of employment, applicants for all safety-sensitive positions will undergo urine drug testing as a condition of employment. Applicants will be notified of the testing requirement during the application process.

A verified negative drug test result is required prior to performing any safety-sensitive functions and is a condition of employment. If the test is cancelled, the applicant must re-take the test and receive a verified negative test result prior to performing any safety-sensitive function. In the event that a pre-employment test is determined by the MRO to be a verified “negative dilute” result, the applicant is required by Transdev to re-test, and receive (the equivalent of) a verified negative test result before performing any safety sensitive function. Depending on the level of creatinine reported by the lab, the MRO may order a re-test to be conducted under direct observation. The results of the second test will be considered the test result of record. Contact your TPA or the corporate Drug and Alcohol Program Manager if there are questions.

Applicants will be asked whether he/she has ever been refused employment because of a positive DOT pre-employment drug or alcohol test. Applicants will be required to provide the name and complete contact information for all DOT covered employers for the previous two years. Applicants are required to provide a consent statement permitting the previous DOT covered employers to release drug and alcohol test results to TRANSDEV. Applicants who have previously failed a drug or alcohol test will not be considered for employment until he/she provides proof of having successfully completed a referral, evaluation and treatment plan as described in 49 CFR Part 655.62, subpart G.

Current employees transferring into safety-sensitive positions will not be allowed to perform safety sensitive duties until the employee undergoes a pre-employment drug test with a verified negative result. Additionally, any current employee returning to a safety sensitive position after not performing said safety-sensitive functions for a period of 90 days or more, regardless of the reason, and who has been out of the random pool during this time, must undergo a pre-employment drug test with a verified negative result before performing safety sensitive duties.



B. Reasonable Suspicion

A safety-sensitive employee shall be required to submit to a FTA reasonable suspicion drug and/or alcohol test when a supervisor or company official suspects the employee has used a prohibited drug or misused alcohol. The testing referral will be made by a trained supervisor or company official based upon specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odor of the employee. A reasonable suspicion test for drugs can be conducted anytime a covered employee is on duty. A reasonable suspicion alcohol test is authorized only if observations are made during, just preceding, or just after the performance of safety-sensitive functions.

It is Transdev's policy that in any Reasonable Suspicion circumstance, the supervisor will transport the employee to an appropriate collection site facility and await the completion of the collection procedure. The Supervisor will then transport the employee back to TRANSDEV premises, where a spouse, family member, or other individual will be contacted to transport the employee to his/her home. In the event no such individual is available, TRANSDEV will transport the employee to his/her home. If the employee refuses to agree to be transported and attempts to operate his/her own vehicle, TRANSDEV will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee, failing to cooperate with the procedures described above, will be subject to disciplinary action up to and including termination of employment.

It is the policy of TRANSDEV that any employee required to submit to a reasonable suspicion test may not perform safety sensitive duties pending the outcome of the drug and/or alcohol test. The employee will be placed on an Administrative Suspension pending the results of the drug tests. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the results of the Substance Abuse Test are reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination.

If the employee tests negative, he or she may return to work in their position and will be reimbursed for any regularly assigned work lost.

C. Post-Accident (FTA)

All safety-sensitive employees will be required to undergo FTA post-accident drug and alcohol tests if they are involved in an accident with a Public Transportation vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all surviving safety-sensitive



employees that operated the vehicle and any other whose performance could have contributed to the accident.

In addition, if the public transportation vehicle is a bus, electric bus, van or automobile (in the capacity of a Commercial Motor Vehicle) the driver (whether employee or contractor) will be required to undergo FTA post-accident drug and alcohol tests if an accident results in injuries requiring immediate transportation to a medical treatment facility, or one or more of the vehicles involved incur disabling damage and had to be towed away. In a non-fatality situation, testing may be waived if the operator can be completely discounted as a contributing factor to the accident, based upon the information available at the time of the decision. All other covered employees whose performance could have contributed to the accident will also be required to undergo FTA post-accident drug and alcohol tests.

DER/GM: (the following paragraph of the policy is an option to cover crashes/events involving vehicles that are not classified as a FTA/Commercial Motor Vehicle event; thus testing is conducted under Transdev's authority)

If the vehicle is a van or automobile (not in the capacity of a Commercial Motor Vehicle-not transporting passengers in revenue service) the driver (whether employee or contractor) will be required to undergo a Non-DOT post-accident drug and alcohol tests if an accident results in injuries requiring immediate transportation to a medical treatment facility, or one or more of the vehicles involved incur disabling damage and had to be towed away. In a non-fatality situation, testing may be waived if the operator can be completely discounted as a contributing factor to the accident, based upon the information available at the time of the decision. All other covered employees whose performance could have contributed to the accident will also be required to undergo a Non-DOT post-accident drug and alcohol tests.

Post-accident alcohol tests will be conducted as soon as possible following the accident. If the post-accident alcohol test is not completed within two hours of the accident, the company will file a report as to the reason why. If the post-accident alcohol test is not completed within eight hours of the accident, the company will cease attempts to obtain a specimen and update the two-hour report as to why. Post-accident drug tests will be conducted as soon as possible, but no longer than 32 hours following the accident. If the company is unable to conduct the drug test within 32 hours, it will document the reason for the inability to test.

If TRANSDEV is unable to perform post-accident tests within the required period of compliance, TRANSDEV will use the test results administered by Federal, State or local law enforcement personnel under its own authority, provided the results are obtained by TRANSDEV in conformance with the law.



Any covered employee subject to post-accident testing who fails to remain readily available for such testing, including notifying the company of his or her location if he or she leaves the scene of the accident prior to submission to such test, will be deemed by the company to have refused to submit to the post-accident testing.

Accident testing is stayed while the employee assists in resolution of the accident or receives medical attention following the accident.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety sensitive employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test.

It is Transdev's policy that an employee may be placed on an Administrative Suspension at the discretion of the Company pending the results of post-accident drug tests. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the results of the Substance Abuse Test are reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination.

D. Random

Employees in safety sensitive positions will be subjected to random, unannounced and unpredictable testing for drugs and alcohol. TRANSDEV will select employees for random drug and alcohol tests that will meet the minimum requirements set by the FTA (currently 25% for drugs and 10% for alcohol, annually). The selection of safety-sensitive employees for random drug and alcohol testing will be made using a scientifically valid method that ensures each covered employee has an equal chance of selection each time selections are made. Management does not have any discretion as to who will be selected. The random tests will be unannounced and spread throughout the year, the random period, all days of the week, and all hours when safety sensitive functions are performed. Random drug tests may occur at any time the employee is on duty. Random alcohol tests may only occur just before, during, or just after the employee performs safety-sensitive work. Employees are required to proceed immediately to the collection site upon notification of their random selection.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide



advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least 72 hours before the end of the shift.

E. Return to Duty and Follow-Up Testing

In general, TRANSDEV has a "zero tolerance" policy. However, in the event that an employee who has previously violated the policy is allowed to return to work for any reason, he or she will be required to complete the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02.

In addition, upon return to work, the employee will be subject to follow-up testing for drugs and/or alcohol for a minimum period of 12 months to a maximum of five years. The minimum number of tests during the first 12 months is six. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP, but the actual follow-up testing dates will be decided by the employee's manager or supervisor. Effective August 25, 2008: Follow-up and Return-to-Duty drug tests must be conducted using direct observation procedures. (Authority: Final Ruling United States Court of Appeals **FOR THE DISTRICT OF COLUMBIA CIRCUIT** Argued March 26, 2009 Decided May 15, 2009, No. 08-1264)

Under TRANSDEV authority, the requirements for return-to-duty and follow-up testing will apply to any employee who completes a self-referred substance abuse program. (Return to Duty and Follow Up testing conducted under Transdev North America, Inc., authority will be conducted using a non-DOT chain of custody form Contact your Corporate Drug and Alcohol Program Manager if there are questions.)

F. Post Industrial Accident/Employee Injury (TRANSDEV Policy)

In addition to the FTA post-accident testing requirements, local operating policy may require post-accident drug and alcohol tests under the following circumstances:

Work-Related Injury/Illness

A post-injury Non-DOT drug and alcohol test is required following any work-related injury requiring medical treatment by a medical provider. In addition, any employee who is responsible for causing (or contributing to the cause of) an



occupational accident resulting in a work-related injury/illness to another employee must submit to a Non-Dot drug and alcohol test.

Employees subject to company-required post-industrial accident / injury testing must remain readily available for such testing or may be deemed to have refused to undergo testing.

An employee may be placed on an administrative suspension at the discretion of the Company pending the results of Non-DOT post-accident/injury drug and alcohol tests. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the results of the Substance Abuse Test are reported. Employees, who cannot be easily contacted, within a reasonable time period, will be considered to have abandoned their job and are subject to termination.

DER: (one of the following must be declared, eliminating the other choice from the policy) If your location chooses to conduct Non-DOT post-industrial drug testing, a variance must be completed by the location DER, GM, Regional Safety Director and VP of Safety to ensure all parties have knowledge of the post-industrial testing to be conducted at their property.

*This location conducts Non-Dot post-industrial accident / injury testing.
This location does not conduct post-industrial accident / injury testing.*

- “Work-Related Injury/Illness” paragraphs (3) must be removed and replaced with, “This location does not conduct post-industrial accident / injury testing”

VIII. BEHAVIOR THAT CONSTITUTES A TEST REFUSAL

Behavior that constitutes a test refusal includes the following:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the Transdev DER.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.



- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Transdev DER. for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Transdev's DER.
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

A refusal to test constitutes a violation of this policy and carries the same consequences as a positive test result. Any employee who refuses to submit to any drug or alcohol test will be removed from safety sensitive work, provided educational materials, and referred to a substance abuse professional. *It is Transdev's policy that refusal to submit to any drug or alcohol test will also result in termination of employment.*

IX. TESTING PROCEDURES

All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended, which ensures the protection of the employee and the integrity of the testing process. A copy of this document is available for your review from either the corporate or the local Drug and Alcohol Program Administrator upon request. Following is a brief description of the drug and alcohol testing methodology.



A. Drug Testing Methodology

Testing for drugs will be conducted by urinalysis.

1. Initial Test: Initial testing will be performed on the primary sample using the EMIT Immunoassay technique. If the results are negative, no further testing will be required and a report will be provided to the Medical Review Officer (MRO). The MRO is responsible for evaluating, interpreting, and verifying laboratory test results and communicating them to TRANSDEV.
2. Confirmation Test: Whenever a positive result is obtained on the initial test, confirmation testing will be automatically performed using the state-of-the-art Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS). Results of confirmation testing will be sent to the Medical Review Officer (MRO).

Specimen Dilutes: A dilute specimen is a specimen with creatinine and specific gravity values that are lower than expected for human urine. If the test is reported as a **dilute positive**, the test should be treated as a verified positive test result. If the test is reported as a **negative dilute**, Transdev North America, Inc. will direct the employee to take another test. The retest must not be conducted under direct observation, unless otherwise instructed by the MRO. Since federal regulations give discretion in this manner, Transdev North America, Inc., has established the policy that retests will be required for negative dilutes. The second test will be considered the test of record. All employees must be treated the same for this purpose and must be informed in advance of the policy. Questions should be directed to the MRO, Drug and Alcohol TPA or the Corporate Drug and Alcohol Program Manager.

Validity Testing: The laboratory will conduct validity testing to determine if the specimen has been adulterated, tampered with, or diluted. If the MRO reports a “negative-dilute” test result with creatinine levels greater than or equal to 2mg/dL but equal to or less than 5 mg/dL, the employee will be required to take a second test immediately under direct observation with no advance notice. If the MRO reports a “negative-dilute” test result with creatinine levels greater than 5 mg/dL, the employee will be required to take a second test immediately (not observed) with no advance notice.

Drug Testing Split Specimen: The urine specimen collected for FTA testing will be split and poured into two specimen bottles. This provides the employee or applicant with the option of having an analysis of the split sample performed at a second laboratory that meets the requirements of 49 CFR Part 40. The employee or applicant has 72 hours after being informed by the MRO of a verified positive, adulterated, or substituted test result to request a test of the split sample. In the



case of invalid test results, no split specimen testing is authorized by DOT. All requests for split specimen analysis will be processed by the MRO.

It is Transdev's policy that employees awaiting the result of a split specimen test following a verified positive, adulterated, or substituted test result may not perform safety sensitive duties pending the outcome of the split specimen test. The employee will be placed on an Administrative Suspension pending the result of the split specimen test. Employees placed on an Administrative Suspension must be in a position to be easily contacted by TRANSDEV once the result of the split specimen test is reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination. Transdev will seek payment or reimbursement for the cost of the split specimen from the employee, should the employee request testing of the split sample.

B. Alcohol Testing Methodology

Testing for alcohol will be conducted by breath analysis. Alcohol tests will be performed by a breath alcohol technician (BAT) who is trained to proficiency in the operation of the Evidential Breath Testing device being used and in the alcohol testing procedures specified in the Federal regulations.

1. Initial Test: If the result of the initial test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to TRANSDEV as a negative test.
2. Confirmation Test: If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The confirmation test will be conducted at least 15 minutes, but not more than 30 minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading. The employee is strongly advised not to eat, drink, belch, or put any object or substance into his or her mouth while awaiting the confirmation test.
3. If the initial test and the confirmation test results are not identical, the confirmation test is deemed to be the final result.
4. The alcohol breath sample is to be taken BEFORE the drug specimen is collected, in such cases that warrant both a drug collection and a breath alcohol sample.

C. ATTRIBUTING TEST RESULTS TO THE CORRECT COVERED EMPLOYEE (DRUG AND ALCOHOL COLLECTIONS AND TESTING)



Procedures that ensure that the test results are attributed to the correct covered employee include utilizing a chain of custody to ensure that each specimen is monitored throughout the collection process during both drug and alcohol collection and testing procedures.

X. CONSEQUENCES OF DRUG USE AND THE MISUSE OF ALCOHOL

Any covered employee who has a verified positive drug test, an alcohol test result of 0.04 or above, or has refused to submit to a drug or alcohol test (including substitution or adulteration) will be immediately removed from his or her safety sensitive position, provided educational materials, and referred to a Substance Abuse Professional (SAP). *It is Transdev's policy that positive drug or alcohol tests or refusal to test will also result in termination of employment.*

Any safety sensitive employee found to have an alcohol concentration of 0.02 or greater but less than 0.04 will not perform, nor be permitted to perform, a safety-sensitive function for at least 8 hours following administration of the breath alcohol test, or if the employee was re-tested, the result was less than 0.02. Is Transdev's policy that testing positive for alcohol on a return-to-duty breath alcohol test will result in termination of employment.

A. LIFE CONSEQUENCES OF ALCOHOL MISUSE

The chronic consumption of alcohol (average of three servings per day of beer, whiskey, or wine) over time may result in the following life consequences:

Health: *decreased sexual functioning, dependency on alcohol, fatal liver disease, increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma, kidney disease, pancreatic dysfunctions, spontaneous abortion and neonatal mortality, ulcers, and birth defects.*

Work: *the effects of alcohol misuse on an individual's work include impairment in coordination and judgment, and increased likelihood of having an accident than that of a sober person.*

Personal Life: *the effects of alcohol misuse on an individual's personal life include increased exposure to committing homicides, vehicle accidents, family problems including separation and divorce, increased likelihood of committing suicide, and greater exposure to other forms of accidents.*

Signs and Symptoms: *dulled mental processes, lack of coordination, odor of alcohol on breath, possible constricted pupils, sleepy or drowsy condition, slowed reaction rate, and slurred speech.*

When an alcohol problem is suspected, the available methods of intervention include the availability of a crisis response/employee assistance service offered by



Substance Abuse Professionals that address family problems as well as substance abuse.

B. EMPLOYEE EDUCATION, TRAINING AND ASSISTANCE PROGRAM

SUPERVISOR TRAINING

Any supervisory personnel responsible for determining whether an employee must be tested for substance abuse based on Reasonable Cause/Suspicion will be required to complete at least one (1) session (2 hours) of training on the specific contemporaneous physical, behavioral, and performance indicators of probable drug/alcohol use. One 60-minute session will be devoted to indicators of probable alcohol use and one 60-minute session will be devoted to indicators of probable drug use.

Positions to receive training under this plan are: All Managers, Supervisors, First Line Dispatchers and Foremen. Training will be provided by qualified personnel or processes designated by Transdev North America, Inc.

EMPLOYEE EDUCATION

Transdev will provide an education program for its employees, which will include the following:

- Display and distribution of informational material on substance abuse;
- Display and distribution of a community service hot-line telephone number for employee assistance; and
- Display and distribution of Transdev's Substance Abuse Plan regarding the use of prohibited drugs and/or alcohol.
- Covered employees must receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.
- Periodic updates and refresher training concerning substance abuse, life consequences and policy adherence.

XI. PRESCRIPTION AND OVER THE COUNTER MEDICATIONS

MRO VERIFICATION OF PRESCRIPTIONS

When a tested employee is taking a prescribed medication, after verifying the prescription and immediately notifying the employer of a verified negative result, the MRO must then (after notifying the employee) wait five (5) business days to be contacted by the employee's prescribing physician before notifying the employer of a medical qualification issue or significant safety risk.



Specifically, in cases where an MRO verifies a prescription is consistent with the Controlled Substances Act, but that the MRO has still made a determination that the prescription may disqualify the employee under other USDOT medical qualification requirements, or that the prescription poses a significant safety-risk, the MRO must advise the employee that they will have five (5) business days from the date the MRO reports the verified negative result to the employer for the employee to have their prescribing physician contact the MRO. The prescribing physician will need to contact the MRO to assist the MRO in determining if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk still remains after the MRO communicates with the employee's prescribing physician, or after five (5) business days, whichever is shorter, the MRO must communicate this issue to the employer consistent with 49 CFR Part 40.327.

It is Transdev's policy that all safety sensitive employees must notify the Company in writing when they are taking prescription or non-prescription medication that may interfere with their ability to perform work safely. Failure to do so will result in disciplinary action up to and including termination of employment.

There is only one approved method of notification. Employees must use the Prescription / Non-Prescription notification form to inform the company of any medications used; as defined by Prescription and Over-The-Counter sections below.

Employees are required to obtain a Prescription / Non-Prescription Medication Notification Form, signed by a licensed Physician, licensed Physician Assistant, licensed Pharmacist, or licensed Registered Nurse, for each prescription medication taken by the employee. This form must indicate if the medication(s) will impair the employee's ability to safely perform safety sensitive function and/or operate a motor vehicle. The employee will provide the form to the physician or prescribing individual. The employee is required to advise the physician or prescribing individual of the safety-sensitive nature of his or her job. The employee is also encouraged to ask for alternative treatments that do not have performance altering side effects.

Transdev's Drug and Alcohol policy in no way implies that taking approved prescription or non-prescription medication will completely eliminate side effects even if determined to be safe by his/her treating physician. It is the employee's responsibility to fully discuss any and medications with his/her treating physician to reduce possible medication side effect(s).

Employees must submit the Prescription / Non-Prescription Medication Notification Form to the Substance Abuse Program Administrator prior to the beginning of his



or her shift, if the Substance Abuse Program Administrator is not available, forms must be turned in to the appropriate Department Manager, Supervisor, or Foreman on duty.

Over-the-Counter Medications should be taken with extreme caution.

- Read all the warning labels before selecting a medication for use while performing safety sensitive functions.
- If the label has warnings such as “do not take this medication while operating a motor vehicle, may cause drowsiness, etc.” select another medication.
- If unsure which medication is safe to take while performing your job, ask your pharmacist. If still unsure, contact your physician for a suitable alternative.
 - o If no suitable alternative is available, have your Physician complete a Prescription / Non-Prescription Medication Notification Form and submit the form to the Substance Abuse Program Manager, supervisor or manager. This form must indicate if the medication(s) will impair the employee’s ability to safely perform safety sensitive function and/or operate a motor vehicle.
- Ultimately, you are responsible for ensuring your safety and the safety of your co-workers and customers. Taking medication while performing your duties can impair your ability to meet this obligation.

Falsification of the Prescription / Non-Prescription Medication Notification Form in any way is cause for immediate termination.

During normal business hours a determination can usually be made immediately as to whether an employee will be allowed to work. If an immediate determination cannot be made, a Medical Review Officer (MRO) will be notified and will make a determination as to an employee's ability to safely work.

Employees will not be allowed to clock in until the Substance Abuse Program Administrator or the MRO has made a determination. All normal rules and regulations applying to Miss Outs, No Call No Shows, and Unauthorized Absences shall apply. Employees shall be allowed to use available PTO, EPTO, and vacation until they are cleared to return to work. All normal rules and regulations regarding the scheduling of PTO, EPTO, and vacation may apply.

XII. RECORD KEEPING

DRUGS & ALCOHOL

Records will be maintained as detailed in 49 CFR part 40 and Part 655, as revised.



A. RECORDS MAINTAINED FOR ONE (1) YEAR:

1. *Records of Verified Negative and canceled Drug Test Results:*
2. *Alcohol test results with a concentration of less than 0.02*
3. *Transdev's copy of custody and control form.*

B. RECORDS MAINTAINED FOR TWO (2) YEARS:

1. *Records Related to the Collection Process:*
2. *Education and Training Records:*

C. RECORDS MAINTAINED FOR THREE (3) YEARS

Information from previous employers concerning drug and alcohol test results

D. RECORDS MAINTAINED FOR FIVE (5) YEARS:

1. *Records of covered employee alcohol test results indicating an alcohol concentration of 0.02 or greater*
2. *Records of covered employee positive controlled substances test results*
3. *Documentation of refusals to take required alcohol and/or controlled substances tests*
4. *Records related to the administration of the alcohol and controlled substances testing programs*
5. *Covered Employee Referrals to Substance Abuse Professional for Return To Duty and Follow Up:*
6. *Annual MIS Reports.*

E. REQUIREMENTS FOR RECORDS AND SPECIMEN STORAGE BY LAB, MRO, AND TRANSDEV TRANSPORTATION.

Records are maintained for program administration and test results of individuals for whom Transdev North America, Inc. has testing responsibility. Upon completion of the collection process, the specimen is to be placed in secure storage until dispatched to the laboratory. The MRO is to maintain all necessary records and send test result reports to Transdev Substance Abuse Program Administrator (DER), who maintains records in a secure location with controlled access. All negative test results will be maintained for a period of no less than one year. All positive test results will be maintained for a period of no less than five years.



XII. IDENTITY OF CONTACT PERSONS

A. Corporate Drug and Alcohol Program Manager

Louis P. Young Jr
Corporate Drug and Alcohol Program Manager
720 E. Butterfield Rd, Suite 300
Lombard, IL 60148
Telephone: (702) 208-8315
Fax: (630) 495-1377
Email: Louis.Young@transdev.com

B. Primary Drug and Alcohol Program Manager (DER) (Your Facility)

Name: LOCAL DER NAME GOES HERE
Title: DER TITLE GOES HERE
Address: DER OFFICE ADDRESS
CITY, STATE, ZIP CODE
DER PHONE NUMBER: OFFICE
DER PHONE NUMBER: CELLULAR

C. Alternate Drug and Alcohol Program Manager (Your Facility)

Name: ALTERNATE DER NAME GOES HERE
Title: ALT DER TITLE GOES HERE
Address: ALT DER OFFICE ADDRESS
CITY, STATE, ZIP CODE
ALT DER PHONE NUMBER

D. Substance Abuse Program Medical Review Officer

Company Name: EDPM
MRO: Dr. Paul Teynor
Address: 505 20th Street North, Suite 200
Birmingham, AL 35255
Phone: 205-326-3100
FAX: 205-380-2502

E. Corporate Drug and Alcohol Third Party Administrator

Name: SterlingBackcheck



Address: 6111 Oak Tree Blvd
Independence, OH 44131

Telephone: 216-685-7422 direct | 800-853-3228 toll free | 216-685-7470 fax

SterlingBackcheck Customer Service Directory:

Stacy Kail – Customer Service Representative
1-800-853-3228
Option 1 Extension 57412
stkail@sterlinginfosystems.com

Donna Piros – Random Administrator
1-800-853-3228 Option 1 Extension 57426
DID: 1-216-685-7426
dpiros@sterlinginfosystems.com

Liz Lastafka – Drug Screening Manager
1-800-853-3228 Option 1 Extension 57422
DID: 1-216-685-7422
llastafka@sterlinginfosystems.com

F. Testing Laboratory

Name: LabCorp
Address: 1904 Alexander Drive
RTP, North Carolina, 27709
Telephone: (800) 833-3984

G. Employee Assistance Program

Quantum Employee Assistance Program
14 Park Lake Road, Suite 2
Sparta, New Jersey 07871
Customer Service (Employee Assistance): 1-877-747-1200



Appendix A – Safety Sensitive Employees

The following positions are considered to be safety sensitive:

- Vehicle Operators
- Armed Security (Transdev Employees)
- Dispatchers
- Mechanics and other Maintenance Personnel

Appendix B - Definitions

Adulterated Specimen – A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol Use – The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.

Breath Alcohol Technician – A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

Cancelled Test – A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which 49 CFR Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

Collector – A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the Custody and Control form.

Dilute Specimen – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling Damage – Damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- 1) Inclusion: Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.
- 2) Exclusions:
 - a. Damage that can be remedied temporarily at the scene of the accident without special parts or tools.
 - b. Tire disablement without other damage even if no spare tire is available.
 - c. Headlamp or tail light damage.



- d. Damage to turn signals, horn, or windshield wipers, which make the vehicle inoperable.

DOT, the Department, DOT Agency – All DOT agencies, including, but not limited to, FAA, FRA, FMCSA, FTA, PHMSA, NHTSA, Office of the Secretary (OST), and any designee of a DOT agency. For the purposes of testing under 49 CFR Part 40, the USCG (in the Department of Homeland Security) is considered to be a DOT agency for drug testing purposes.

Evidential Breath Testing (EBT) Device – The NHTSA conforming products list (CPL) for evidential devices are the only devices you may use to conduct alcohol confirmation tests under 49 CFR Part 40.

FTA – The Federal Transit Administration, an agency of the U.S. Department of Transportation.

HHS – The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Medical Review Officer (MRO) – A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Public Transportation Vehicle – a vehicle used to transport the public or one used for ancillary services.

Split Specimen – In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted specimen.

Substance Abuse Professional (SAP) – A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted Specimen – A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Verified Test – A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.



Appendix C

TRANSDEV FTA DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT OF RECEIPT

I, the undersigned employee of TRANSDEV hereby certify that I have been furnished with a copy of Transdev's Substance Abuse Policy for Safety-Sensitive Employees, including its Employee Assistance Program (EAP) and that I have had training on the same. I understand that should I decide to use the services of the Employee Assistance Program (EAP) for a substance abuse problem, that the EAP is required to notify Transdev's Substance Abuse Program Administrator in order to protect my employment. I further certify that I have been provided with informational material, education and training on the dangers and problems of drug and/or alcohol use.

Executed this the _____ day of _____, 20_____

Employee Signature

Print Name



Appendix D

RESOLUTION AUTHORIZING THE ADOPTION OF SUBSTANCE ABUSE POLICY

WHEREAS, the purpose of Transdev's Substance Abuse Policy is to establish guidelines in implementing a drug and alcohol testing program that meets the requirements of the Federal Transit Administration (FTA); and

WHEREAS, the goal of the prohibited substance abuse testing program is to achieve a drug and alcohol-free work force in the interest of the health and safety of the employees and the public; and

WHEREAS, participation in the prohibited substance abuse testing program is a requirement of each safety sensitive employee, and, therefore is a condition of employment.

NOT THEREFORE BE IT RESOLVED by the President of TRANSDEV, North America, as follows:

Section 1. That all testing under the FTA requirements are conducted in accordance with 49 CFR Part 40, as revised: Procedures for Transportation Workplace Drug and Alcohol Testing Programs and in accordance with 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations; and

Section 2. That the amended policy of Substance Abuse becomes effective on January 01, 2018.



Michael Murray
President, Transdev North America, Inc.



ADDENDUM 1: June 26, 2020

ADDENDUM 2: July 6, 2020

INFORMATION TO OFFERORS COVER SHEET

SOLICITATION NUMBER: TRANSIT-2020-01.5

THE ENCLOSED SOLICITATION COVERS THE PERIOD: 1/1/2021 THRU 12/31/2025

ISSUING ENTITY: City of DeKalb
1216 Market St.
DeKalb, IL 60115

CONTACT INFORMATION FOR CITY REPRESENTATIVE:

Sabrina Kuykendall
City of DeKalb
1216 Market St.
DeKalb, IL 60115
Sabrina.kuykendall@cityofdekalb.com

ADA PARATRANSIT AND FLEX ROUTE SERVICES PRICE PROPOSAL: The City of DeKalb is seeking price proposals from transportation providers interested in providing paratransit and deviated fixed route services in DeKalb, IL. This is the supplemental Price Proposal RFP which shall be submitted in conjunction with RFP#: TRANSIT-2020-01.

Website Link: www.cityofdekalb.com

RFP Release Date: Wednesday, May 27, 2020

RFP Addendum 1 Release Date: Friday, June 26, 2020

RFP Due Date: Thursday, July 30, 2020 Deadline: 1:00 P.M.

**REQUEST FOR PROPOSALS
PRICE PROPOSAL FOR PARATRANSIT AND FLEX ROUTE SERVICES
IN THE CITY OF DEKALB AND THE DEKALB URBANIZED AREA**

**Issued by
The City of DeKalb
Issue Date
May 27, 2020**

**Proposals must be submitted
No later than 1:00 P.M.**

July 30, 2020

LATE PROPOSALS WILL BE REJECTED

This is a Request for Proposals (RFP) Procurement. There will be no public opening.

Submitting the Proposal:

Identify the outside of the proposal as "RFP Transit-2020-01.5"

Offerors must submit, in a sealed package, One Original (identified as such) AND 6 copies of all materials required for acceptance of their proposal on or before 1:00 P.M., **July 30, 2020** to the following address, attention to:

April Beeman
City of DeKalb Public Works
1216 Market St.
DeKalb, IL 60115

All firms desiring to submit a proposal under these Agreement Documents shall contact Sabrina Kuykendall (contact info above) and provide contact information, including email address, at which notices can be sent to and received from the proposed Contractor. This address will be used for official communications from the City, including pre-proposal communications.

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PRICE PROPOSAL

TO PROVIDE PARATRANSIT AND FLEX ROUTE SERVICES IN THE CITY OF DEKALB AND THE DEKALB URBANIZED AREA

MAY 27, 2020

General Information

The City of DeKalb (hereinafter CITY) has issued a Request for Proposal (RFP) for Paratransit and Flex Route Services in the DeKalb, Illinois Urbanized Area. The RFP shall contain the comprehensive technical information on the proposal to provide public paratransit services in the DeKalb Urbanized Area (UZA). This supplemental Price Proposal (PP) must accompany the RFP in a separate envelope. This document identifies the information which must be included within the Price Proposal as well as the financial requirements which shall be part of any transit service provider agreement issued between the transportation provider (hereinafter PROPOSER) interested in providing paratransit and flex route services within the DeKalb Urbanized Area (see Page 32 of RFP Transit-2020-01) including the City of DeKalb, the City of Sycamore, the Town of Cortland, and the Northern Illinois University campus. Service shall begin on January 1, 2021 extending through December 31, 2023. Based on funding and mutual agreement of the CITY and the PROPOSER, the agreement period may be extended for up to two additional twelve-month periods.

The CITY, as the fiscal agent for all state and federal public transit funding for the DeKalb Urbanized Area, shall have direct oversight over all day-to-day operations of the PROPOSER.

Price Proposals are requested from qualified transportation service providers to furnish professional services pertinent to the Scope of Services outlined below for the provision of public transportation for the DeKalb Urbanized Area.

The Schedule of Events for this procurement are:

- May 26, 2020 – RFP approved by City Council
- June 12, 2020 at 1:00 P.M. – Pre-bid Meeting,
 - o The meeting will be held via teleconference. Please contact Sabrina Kuykendall via e-mail to gather teleconference details.
- June 24, 2020 at 4:00 P.M. – Deadline for submitting questions
- June 26, 2020 – RFP Addendum 1 and answers to PROPOSER questions released. All changes to RFP and Price Proposal highlighted in yellow.
- July 6, 2020 – RFP Addendum 2 and answers to PROPOSER questions released. All changes to RFP and Price Proposal highlighted in green.
- July 30, 2020 at 1:00 P.M. – Proposals due
- August 11 & 12, 2020 – Interviews and Negotiation
- September 14, 2020 – Approval by City Council
- January 1, 2021 – Service begins.

Please return your proposal by **Thursday, July 30, 2020, by 1:00 P.M.** by mail or drop-off in person to April Beeman, City of DeKalb Public Works Building, 1216 Market Street, DeKalb, IL 60115 demonstrating the qualifications of your firm to meet criteria contained herein. Two jump drives with a copy of the full proposal shall be included in the packet. One original copy and six printed copies of the proposal shall also be delivered to the CITY. PROPOSERS are responsible for all costs associated with the preparation and submission of their proposal.

Interviews of qualified PROPOSERS will be conducted **August 11 & 12, 2020**. Final agreement approval will be at the DeKalb City Council meeting, **Monday, September 14, 2020 at 6:00 P.M.**

Should you have any questions, please contact the City Representative: Sabrina Kuykendall, Sabrina.Kuykendall@cityofdekalb.com.

Scope of Services

The Scope of Services is provided within the Paratransit and Flex Route Services in the City of DeKalb and the DeKalb Urbanized Area RFP# TRANSIT-2020-01 (<https://www.cityofdekalb.com/Bids.aspx>).

Proposal Specifications

Submission of Price Proposals

1. All Price Proposals shall be received by the City of DeKalb Public Works Department by no later than 1:00 P.M. on **Thursday, July 30, 2020**. Proposals received after that deadline shall not be returned or opened and shall not be considered responsive to this request.
2. Price Proposals may be mailed or hand-delivered to:

April Beeman
City of DeKalb Public Works Department
Water Division
1216 Market Street
DeKalb, IL 60115
3. All Price Proposals shall be signed by the individual responsible for making proposals. Unsigned proposals shall not be considered.
4. Price Proposal shall consist of:
 - a. One (1) original and six (6) printed copies of the Technical Proposal with applicable literature and other supporting/required documents.
 - b. One (1) original and six (6) printed copies of the Price Proposal.
 - c. Two (2) electronic copies of the Technical and Price Proposals, on two (2) CDs, DVDs or USB flash drives, in Microsoft Word or Excel.
5. All questions, comments, or requests for information shall be directed to the City Representative:

Sabrina Kuykendall

Email: Sabrina.Kuykendall@cityofdekalb.com.

Evaluation Criteria

The following criteria will be used to evaluate the Technical and Price Proposals.

- Technical Proposal

- I. Firm Qualifications (50 Points)

II. Organization and Staffing Plan (50 Points)

III. Operating Methodology (40 Points)

IV. Professional References (10 Points)

- Price Proposal

V. Proposed Price/Costs (50 Points)

V. PROPOSED PRICE (50 POINTS)

- 1) Prices/costs shall be provided on a total operating cost per revenue-hour of service with an identification of the anticipated annual number of **revenue** hours to provide the proposed services (complete Table 1 On Page 9 below). The Price Proposal shall be submitted in a separate envelope.
- 2) A marginal cost model to add or subtract minor service changes up to 15% of the estimated 38,823 **revenue** hours per year shall be included in the Price Proposal.
- 3) First year startup costs will be identified and will not be used in the basis for cost increases in subsequent years. Cost of buses shall not be included as a one-time startup cost. Cost of support vehicles and equipment shall be included as a one-time startup cost. Each vehicle and major piece of equipment shall be identified.
- 4) Cost increases in the following years shall be based on the rules identified in the Financial Requirements.
- 5) The CITY shall purchase and provide fuel for all revenue vehicles included within the Lease Agreement for the duration of the contract. The PROPOSER will provide a facility that is adequate to maintain the bus fleet, including an operational diesel and gasoline fueling station and related equipment, within five miles of the City limits of the City of DeKalb. PROPOSER shall assume all liability for fuel storage and dispensing procedures and shall engage in all fuel related activities in a fashion compliant with applicable laws. If the PROPOSER is unable to provide onsite fuel storage, fuel can be purchased at an off-site location. All fuel purchases made at an off-site location must be reconciled with a copy of a receipt to the CITY. Fuel purchases submitted to the CITY without receipts will be non-reimbursable. Non-revenue vehicle fuel costs shall be the responsibility of the PROPOSER.
- 6) The Cost and Budget Forms shall be reviewed. The lowest PROPOSER shall receive the full points, with other PROPOSERS points prorated. The submitted budget shall be reviewed to ensure that all PROPOSERS are reasonably identifying their costs to support the contract. The review of the cost shall be based on the initial year of the contract. Cost increases in the following years shall be based on the rules identified in the Financial Requirements.
- 7) The PROPOSER may submit additional information that will add value to the contract and their proposed price that will distinguish their proposal from other competitive proposals and exceeds the minimum requirements of this section

Operational Services

A. FINANCIAL REQUIREMENTS

- 1) The CITY shall reimburse the selected PROPOSER at a single rate for actual services provided based upon the number of revenue hours provided during the invoice period. The PROPOSER is expected to identify this reimbursement rate based on the selected PROPOSER'S operating costs.
- 2) The CITY reserves the right to review and negotiate the proposed rate during agreement negotiations with the selected PROPOSER. If the CITY exercises its option to renew the agreement for a subsequent year(s), selected PROPOSER's charges shall be allowed to increase yearly based on the following requirements:
 - a) Rate shall not to exceed the Consumer Price Index (CPI) increase for the previous twelve (12) months;
 - b) CPI shall be based on Index for the Midwest Region for Urban Wage Earners and Clerical Workers (CPI-W) for the portion of the consumer Price Index for all items, as determined by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/news.release/cpi.t06.htm>);
 - c) The rate of increase per year shall not exceed 5% (five percent) unless explicitly approved by the CITY in writing; and
 - d) As required by state regulation, use of fuel containing ethanol gasoline is required in gasoline-powered vehicles.
- 2) The award of any agreement is contingent upon availability of actual funds received by the CITY pursuant to grants under FTA Section 5307 and the IDOT Downstate Operating Assistance Program (DOAP). A portion of those funds will be used for CITY administrative expenses. Reductions in the funding levels of those programs will result in a reduction in bus service provided and a subsequent reduction in selected PROPOSER compensation.
- 3) Any changes in services or fares shall be approved by the CITY and include a public hearing conforming to the DSATS Public Participation Plan <https://dekalbcounty.org/wp-content/uploads/2018/12/dsats-publicparticipationplan-2013.pdf>, advertised in the local newspaper, with all required FTA clauses included.
- 4) The City Manager will set an estimate of the maximum agreement amount as of July 1 each year. The selected PROPOSER will be notified quarterly as to the balance of the agreement.
- 5) Should the FTA or IDOT identify any findings related to this agreement during the Triennial Review or any other reviews or audits, both the CITY and selected PROPOSER shall agree to modify this agreement to address any findings.
- 6) The selected PROPOSER and CITY staff shall work collaboratively to develop and update a three (3) year Capital and Operating Financial Plan.
- 7) The selected PROPOSER shall be reimbursed monthly based on the number of Vehicle Revenue Hours provided that month. The selected PROPOSER shall submit the Vehicle Revenue Hour rate (see

- 8) *Table 1. Paratransit and Flex Route Price Summary on page 9 below*) for which the selected PROPOSER expects to be reimbursed as of January 1 of current year. In order to receive reimbursement, the selected PROPOSER and CITY agree to the following:
- a) The selected PROPOSER agrees to submit all required information needed to submit the DOAP required quarterly and yearly reports to CITY staff.
 - b) The selected PROPOSER shall hire an Auditor to perform their annual audit of their organization as it relates to this agreement and provide a copy to the CITY;
- 9) The selected PROPOSER shall collect fares, tickets, vouchers, transfers and/or other authorized tender for travel. Fares, tickets, vouchers, transfers or other authorized tender will be collected by CITY staff.
- 10) Fare box revenue shall be deposited in a CITY bank account each week. The selected PROPOSER shall provide adequate information on fares collected and passengers carried each week showing number of fares collected by fare type. The selected PROPOSER shall implement the Fare Structure as defined by the CITY. All such deposits shall be accompanied by a detailed log of all revenues received and in form and content acceptable to the City. The selected PROPOSER shall generate and maintain records of all revenues received from each route, again in form and content acceptable to the CITY.
- 11) The CITY shall agree to provide payment to the selected PROPOSER following the end of each calendar month. Upon receipt of an itemized bill, including documented vehicle **revenue** hours provided.
- a) The CITY will reimburse the selected PROPOSER for revenue hours provided during the monthly invoice period.
 - b) All payments will occur within five (5) business days after the payment is approved at a CITY council meeting. The selected PROPOSER will be provided a list of check payment dates and the date an invoice shall be submitted in order to be paid on a certain date.
 - c) From date of submission of invoices to the date of a check mailed to the PROPOSER will not exceed 45 days.
 - d) The PROPOSER may be requested to provide information necessary to complete state and federal forms.
 - e) The CITY must submit an annual DOAP grant application each year, prior to the next State Fiscal Year (SFY) (which operates from July 1 to June 30). The grant application is typically due in late March to early April each year. As part of the annual budget process, the selected PROPOSER may be requested submit information to complete the application.
- 12) The CITY shall only provide payment upon receipt of DOAP and FTA 5307 grant fund payments received from the STATE and FEDERAL GOVERNMENT to cover invoice requests and all financial obligations of the CITY shall be limited to payment of grant funds actually received.
- a) The selected PROPOSER, in collaboration with the CITY, may seek to reduce levels of service in order to continue services. The selected PROPOSER shall provide a written request and justification for the service reductions to the CITY. The City Council shall have final approval of the request.

- b) Upon receipt of funds, the CITY agrees to pay all remaining invoices, up to the amount received from the STATE or FEDERAL GOVERNMENT, within five (5) business days of receipt of funds.
- c) Any reduction in services or other cost cutting measures shall be approved by affected communities and Northern Illinois University subject to the public involvement procedures for changes in service that satisfy the program-of-project requirements of the FTA Section 5307 Program and subject to the DSATS Public Involvement Participation Plan regulations (<https://dekalbcounty.org/wp-content/uploads/2018/12/dsats-publicparticipationplan-2013.pdf>). The City Council makes the final decision on service and/or fare adjustments.
- d) The selected PROPOSER expressly acknowledges that the payments due to it are subject to the CITY's receipt of grant funds, as well as a requirement of prior City Council approval of each invoice. Accordingly, the selected PROPOSER waives any requirement of strict compliance with the Local Government Prompt Payment Act and acknowledges that the requirement of prior grant funding receipt and Council approval shall supersede any other timeline imposed by law or by the terms of this RFP (or the final agreement awarded).

13) **TAXES:** The CITY is exempt from Federal Excise Tax and the Illinois Retailer's Occupation Tax. Accordingly, by submitting a proposal, the selected PROPOSER acknowledges and affirms that the proposal does not include any amounts designated for those taxes. The CITY shall not assume any liability for any FEDERAL, STATE, or municipal taxes. The CITY shall provide such documentation as shall be required to evidence this tax exemption; should the selected PROPOSER fail to make appropriate (lawful) use of such exemption, the selected PROPOSER shall be responsible for payment of all such taxes and they shall not be billable to the CITY.

14) **TAX RECOVERY:** The selected PROPOSER will provide invoices for fuel that show any state or federal fuel taxes that are paid.

Table 1. Paratransit and Flex Route Price Summary

RFP #: TRANSIT-2020-01.5

YEAR	Hourly Rate (Marginal Cost)	Hourly Rate x 38,823 Hours	Fixed (Monthly Fee)	Fixed Cost x 12 Months	One-Time Start Up Cost	Total Annual Price
01/01/21 – 12/31/21						
01/01/22 – 12/31/22					X	
01/01/23 – 12/31/23					X	
TOTAL	X		X			

Table 2. Proposed Flex Route Price Summary

YEAR	Hourly Rate (Marginal Cost)	Hourly Rate x 4,148 Hours	Fixed (Monthly Fee)	Fixed Cost x 12 Months	One-Time Start Up Cost	Price (4,148 Hours)
01/01/21 – 12/31/21						
01/01/22 – 12/31/22					X	
01/01/23 – 12/31/23					X	
TOTAL	X		X			

Table 3. Bus Operator Wage Table

Job Type	Number of Operators	Average Hourly Wage	Average Hourly Overtime Wage	Total Annual Wages
Full Time				
Part Time				
Total				

Table 4. Labor Table

Job Title	Number of Employees in Position	Percentage of time dedicated to Urban Paratransit Services	Total Salary	Total Salary for this Proposal
<i>EX: Rail Director</i>	1	85%	\$100,000.00	\$85,000.00
<i>Ex: Rail Maintenance Worker</i>	2	60%	\$110,000.00	\$66,000.00

Paratransit and Flex Route Services RFP

Table 1. Paratransit and Flex Route Price Summary

RFP #: TRANSIT-2020-01.5

YEAR	Hourly Rate (Marginal Cost)	Hourly Rate x 38,823 Hours	Fixed (Monthly Fee)	Fixed Cost x 12 Months	One-Time Start Up Cost	Price (38,823 Hours)
2021	\$ 39.64	\$ 1,538,856.02	\$ 90,671.68	\$ 1,088,060.14	\$ 184,573.76	\$ 2,811,489.92
2022	\$ 41.56	\$ 1,613,652.37	\$ 95,915.25	\$ 1,150,982.96	X	\$ 2,764,635.33
2023	\$ 43.67	\$ 1,695,328.18	\$ 99,613.64	\$ 1,195,363.69	X	\$ 2,890,691.87
Total						\$ 8,466,817.12

Paratransit and Flex Route Services RFP

Table 2. Proposed Flex Route Price Summary

RFP #: TRANSIT-2020-01.5

YEAR	Hourly Rate (Marginal Cost)	Hourly Rate x 4,148 Hours	Fixed (Monthly Fee)	Fixed Cost x 12 Months	One-Time Start Up Cost	Price (4,148 Hours)
2021	\$ 39.64	\$ 164,417.35	\$ 766.52	\$ 9,198.22	\$ 7,469.30	\$ 181,084.86
2022	\$ 41.56	\$ 172,408.88	\$ 845.10	\$ 10,141.14	X	\$ 182,550.03
2023	\$ 43.67	\$ 181,135.44	\$ 878.93	\$ 10,547.15	X	\$ 191,682.59
Total		\$ 517,961.67		\$ 29,886.51		\$ 555,317.48

Paratransit and Flex Route Services RFP

Table 3. Bus Operator Wage Table

RFP #: TRANSIT-2020-01.5

Job Title	Number of Employees in Position	Percentage of Time Dedicated to Urban Paratransit Services	Total Salary	Total Salary for this Proposal
Full Time	23	\$ 16.00	\$ 24.00	\$810,701
Part Time	4	\$ 16.00	\$ 24.00	\$84,595
Total	27			\$895,296

Paratransit and Flex Route Services RFP

Table 4. Labor Table
RFP #: TRANSIT-2020-01.5

Job Title	Number of Employees in Position	Percentage of Time Dedicated to Urban Paratransit Services	Total Salary	Total Salary for this Proposal
General Manager	1.00	11.76%	\$85,000.00	\$10,000.00
Paratransit Manager	1.00	100.00%	\$75,000.00	\$75,000.00
Road Supervisor	1.00	100.00%	\$37,440.00	\$37,440.00
Reservationist	3.00	100.00%	\$99,840.00	\$99,840.00
Dispatchers	4.00	100.00%	\$141,440.00	\$141,440.00
Training Supervisor	1.00	100.00%	\$39,520.00	\$39,520.00
A - Mechanic	1.00	100.00%	\$62,400.00	\$62,400.00
B - Mechanic	1.00	100.00%	\$52,000.00	\$52,000.00
Vehicle Service Worker - FT	1.00	100.00%	\$31,200.00	\$31,200.00
Vehicle Service Worker - PT	1.00	100.00%	\$15,600.00	\$15,600.00
HR Generalist	1.00	50.00%	\$60,000.00	\$30,000.00
Maintenance Manager	1.00	40.00%	\$0.00	\$0.00
Safety & Training Manager	1.00	40.00%	\$0.00	\$0.00

A. NON-COLLUSION CERTIFICATION

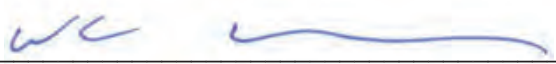
TO: City of DeKalb, DeKalb, IL

I hereby certify that I am the person responsible within my firm for the final decision as to the price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

- 1) The price(s) and amount of this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, proposer, or potential proposer.
- 2) Neither the price(s) nor the amount of this proposal has been disclosed to any other firm or person who is a proposer or potential proposer on this project and will not be so disclosed prior to proposal opening.
- 3) No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form or complementary proposal.
- 4) This proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary proposal.
- 5) My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.
- 6) My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.
- 7) I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Date: 7.28.2020

Signature: 

Printed Name: W.C. Pihl

Title: Senior Vice President Business Development

Business Name: Transdev Services, Inc.

Doing business as: () Individual () Partnership (●) Corporation () other

B. ANTI-LOBBYING CERTIFICATION

The undersigned PROPOSER certifies, to the best of his or her knowledge and belief, that:

No FEDERAL appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.

- 1) If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this FEDERAL contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
- 2) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts/Agreements under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- 3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The PROPOSER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the PROPOSER understands and agrees that the provisions of 31 U.S.C.A 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: 7.28.20

Signature: 

Printed Name: W.C. Pihl

Title: Senior Vice President Business Development

Business Name: Transdev Services, Inc.

C. BUY AMERICA CERTIFICATION

The PROPOSER agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [CITY] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: 7.28.2020

Signature: 

Company: Transdev Services, Inc.

Name: W.C. Pihl

Title: Senior Vice President Business Development

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: 7.28.2020

Signature: 

Company: Transdev Services, Inc.

Name: W.C. Pihl

Title: Senior Vice President Business Development

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

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

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

D. CERTIFICATION OF PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third-party PROPOSER, or a potential subcontractor under a major third-party PROPOSER), certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any FEDERAL department or agency.

If the Participant (a potential sub-grantee or sub-recipient under an FTA project, a potential third-party PROPOSER, or a potential subcontractor under a major third-party contract/agreement) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (A POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, A POTENTIAL THIRD PARTY PROPOSER, OR A POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT/AGREEMENT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



Signature of Authorized Official

Senior Vice President Business Development

Title of Authorized Official

7.28.2020

Date

E. CIVIL RIGHTS CERTIFICATION

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

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



Signature of Authorized Official

Senior Vice President Business Development

Title of Authorized Official

7.28.2020

Date

F. CERTIFICATION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND/OR SMALL BUSINESS

The CITY highly encourages DBE and small business firms to participate in all federal and state funded transportation projects in the DSATS planning region either as a Prime selected PROPOSER or Subcontractor. Any firm participating in the RFP claiming DBE or Small Business Status shall provide documentation to verify their status.

G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

☒ The Bidder/Offeror is committed to a minimum of 0.49 % DBE utilization on this contract.

☐ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm
Capp Uniforms 4201 Long Beach Blvd #103 Long Beach, CA 90807	866-215-0548 info@cappservices.org	0.49%	Uniforms and Associated Items	N/A

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

H. SMALL BUSINESS FORM 1: SMALL BUSINESS CERTIFICATION

The undersigned offeror has satisfied the requirements of the specification in the following manner (please check the appropriate space):

(Please Check)	The offer has an active registration in the System for Award Management (SAM) on-line registrant database for the U.S. Federal Government (note: registration on the SAM is required to be considered in this IFB/RFP).
	The SAM has determined the offer qualifies as a small business under the following NAICS codes: Not Applicable _____ _____
For Contracts/Agreements for which a small business participation goal has not been set (check applicable):	
Please check the appropriate category (only one) for small business participation in this proposal: ☒ The offer is performing all activities identified in the scope of work in-house and IS NOT identified as a small business in the SAM. ☐ The offer is performing all activities identified in the scope of work in-house IS identified as a small business in the SAM. ☐ The offer is subcontracting some activities and there is a _____% small business utilization on this proposal. ☐ The offer is subcontracting some activities, however, there is no small business utilization on this proposal.	

Name of offeror's firm: Transdev Services, Inc.

DUNS No. 00-280-6123

By  Senior Vice President Business Development

(Signature) Title

Not Applicable

I. SMALL BUSINESS FORM 2: LETTER OF INTENT

Name of Offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Small Business Firm: _____

DUNS # of Small Business Firm: _____

Registered NAICS Codes: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Annual Average Gross Receipts: \$_____

Annual Average Employment: _____

Type of Small Business Firm:

☐ SBA Certified 8A Program Participant	☐ SBA Certified HUB Zone Firm	☐ SBA Certified Small Disadvantaged Business
☐ Self-Certified Small Disadvantaged Business	☐ Service Disabled Veteran Owned	☐ AbilityOne (formerly JWOD) Non-Profit Agency
☐ Veteran Owned Business	☐ Woman Owned Business	☐ Women-Owned Small Business (WOSB)
☐ Economically Disadvantaged Women-Owned Small Business (EDWOSB)		

Not Applicable

Description of work to be performed by small business firm:

The offeror is committed to utilizing the above-named small business firm for the work described above estimated dollar value of this work is \$ _____.

Affirmation

The above-named small business firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) Title

If the offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor and for offeror also, if a registered small business.)

J. LOBBYING RESTRICTIONS

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.



Signature of Contractor's Authorized Official

W.C. Pihl - Senior Vice President Business Development

Name and Title of Contractor's Authorized Official

7.28.2020

Date



July 14, 2020

City of DeKalb
1216 Market St.
DeKalb, IL 60115

RE: Request for Proposal #: TRANSIT-2020-01.5

To Whom It May Concern:

Please be advised that Aon Risk Solutions is the current casualty insurance broker of record for Transdev Services, Inc. We understand that Transdev Services, Inc., is responding to the above captioned bid.

We have reviewed the insurance requirements and can confirm that Transdev Services, Inc. can satisfy the minimum coverage limits set forth.

If you have any questions, please feel free to contact me at (312) 381-2840.

Respectfully,

A handwritten signature in blue ink, appearing to read 'SS', is positioned above the typed name.

Shannon Sparrow
Account Specialist
Aon Risk Solutions



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Transdev Services, Inc. 720 E Butterfield Road, Suite 300 Lombard IL 60148 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24147

COVERAGES **CERTIFICATE NUMBER:** 570083796923 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY31381820	07/01/2020	07/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			MWTB 21268-20	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	MWC31381920	07/01/2020	07/01/2021	☒ PER STATUTE ☐ OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Transit-2020-01. The City, The State and The Federal Governments, its agents, the Board of Trustees of Northern Illinois University, DSATS staff, DSATS members, DSATS policy committee members and other DSATS subcommittee members are included as Additional Insured with respect to General Liability and Automobile Liability policies where required by contract. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Named Insured and where required by contract, under the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of DeKalb 1216 Market St. De Kalb IL 60115 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

570083796923

Certificate No :

Appendix D. Federally Required and Other Model Clauses

FTA Revision Date: **October 2016**

Appendix F contains all the FTA clauses that need to be included in all contracts for which FTA grant funds are used. Please note that any subcontractor contracts that the selected PROPOSER initiates must include all applicable clauses identified herein. Clauses not applicable to this contract have been removed for brevity sake. Please note, however, that any subcontractor contracts that are applicable to transit services for the CITY must contain all applicable FTA required clauses. The full list of clauses can be found at:

<https://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses>

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>

A.1 - Federally Required and Other Model Contract Clauses

A. (A1) ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT

Applicability to Contracts

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Flow Down

The record keeping, and access requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for record keeping and access requirements. Recipients can draw on the following language for inclusion in their federally funded procurements.

Access to Records and Reports

a. 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, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

B. (A2) BONDING REQUIREMENTS

2 C.F.R. § 200.325

31 C.F.R. part 223

THIS CLAUSE IS NOT APPLICABLE TO THIS CONTRACT

Applicability to Contracts

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

C. (A3) BUS TESTING

49 U.S.C. § 5318(e)

49 C.F.R. part 665

THIS CLAUSE IS ONLY APPLICABLE TO BUSES WHICH ARE USED TO PROVIDE TRANSIT SERVICES IN THIS CONTRACT WHICH WERE FUNDED WITH FTA GRANT FUNDS.

Applicability to Contracts

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

Flow Down

There is no flow down requirement for Bus Testing.

Model Clause/Language

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

D. (A4) BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY ON MANUFACTURED GOODS OR ROLLING STOCK USED BY THE selected PROPOSER IN WHICH FTA GRANT FUNDS ARE USED FOR THEIR PURCHASE.

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: [The Federal Transit Administration's Buy America website.](#)

Flow Down

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

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

E. (A5) CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY IF CARGO IS TRANSPORTED TO SERVICE THIS CONTRACT AGREEMENT.

Applicability to Contracts

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Cargo Preference - Use of United States-Flag Vessels

The selected PROPOSER agrees:

- (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the selected PROPOSER in the case of a subcontractor's bill-of-lading.); and
- (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

F. (A6) CHARTER SERVICE

49 U.S.C. 5323(d) and (r)

49 C.F.R. part 604

THIS CLAUSE **IS** APPLICABLE TO THIS CONTRACT ONLY IF THE selected PROPOSER PROVIDES CHARTER SERVICE AS PART OF THEIR BUSINESS.

Applicability to Contracts

The Charter Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

Charter Service

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

G.(A7) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000. Each contract and subcontract must contain a provision that requires the recipient to agree 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Flow Down

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

H. (A8) CIVIL RIGHTS LAWS AND REGULATIONS

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

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 A-25 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.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Civil Rights and Equal Opportunity

The CITY is an Equal Opportunity Employer. As such, the CITY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY 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 Agreement, 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. § A-27 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. Or any other legally protected classification.

I. (A9) DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The selected PROPOSER, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The selected PROPOSER shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the selected PROPOSER 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 recipient 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 selected PROPOSER from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient 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 selected PROPOSER shall utilize the specific DBEs listed unless the selected PROPOSER obtains the recipient's written consent; and that, unless the recipient's consent is provided, the selected PROPOSER 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).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

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. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The CITY shall make all determinations with regard to whether or not a Bidder/Offeree is in compliance with the requirements stated herein. In assessing compliance, the CITY may consider during its review of the Bidder/Offeree's submission package, the Bidder/Offeree's documented history of non-compliance with DBE requirements on previous contracts with the CITY.

Contract Assurance

The Contractor, subrecipient 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 CITY deems appropriate.

DBE Participation

For the purpose of this Contract, the CITY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the CITY.

DBE Participation Goal

The DBE participation goal for this Contract is set at **0.49%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 0.49%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the CITY.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the DBE Participation Schedule.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the CITY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the CITY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the CITY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the CITY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the CITY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the CITY's Transit Manager. The Transit Manager will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the

goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The CITY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the CITY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The CITY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the CITY that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The CITY to have access to necessary records to examine information as the CITY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices,

and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the CITY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

J. (A10) EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:

K. (A11) ENERGY CONSERVATION

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down

These requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

Energy Conservation

The selected PROPOSER 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.

L. (A12) FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act. 7

Flow Down Requirements

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

Model Clause/Language

The relevant statutes and regulations do not require any specific clause or language that recipients use in their third party contracts. A sample clause is provided for Federal contracts at 48 C.F.R. 52.247-63. Recipients can draw on the following language for inclusion in their federally funded procurements.

FTA proposes the following language, modified from the Federal clause.

Fly America Requirements

a) *Definitions.* As used in this clause—

“*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.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“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, recipients, 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) 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*]:

(End of statement)

- e) The 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.

(End of Clause)

M.(A13) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.213
2 C.F.R. part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) 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; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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 CITY. If it is later determined by the CITY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CITY, 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.

N. (A14) LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Flow Down

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Model Clause/Language

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

O.(A15) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

No Federal 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.

P. (A16) PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F)
37 C.F.R. part 401

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

If the recipient or subrecipient wishes to enter into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award, the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a nonexclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:

1. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Q.(A17) PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)
49 C.F.R. part 663

THIS CLAUSE **IS NOT** APPLICABLE TO THIS CONTRACT AS THE CITY MAKES ALL ITS OWN ROLLING STOCK PURCHASES WHICH USE FEDERAL FUNDING.

Applicability to Contracts

Recipients purchasing revenue service rolling stock with FTA funds must comply with the preaward and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

Flow Down

There is no flow down requirement for Pre-Award and Post-Delivery Audits of Rolling Stock.

Model Clause/Language

Part 663 of Title 49, Code of Federal Regulations, does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Recipients are advised to use the model certificates and language contained in the audit handbook. Additionally, recipients can draw on the following language for inclusion in their federally funded procurements.

Pre-Award and Post-Delivery Audit Requirements

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

R. (A18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Program Fraud and False or Fraudulent Statements or Related Acts

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

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.

S. (A19) PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

**49 U.S.C. § 5333(b) (“13(c)”)
29 C.F.R. part 215**

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Public Transportation Employee Protective Arrangements apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

Flow Down

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

Model Clause/Language

There is no required language for the Public Transportation Employee Protective Arrangements clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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.

T. (A20) RECYCLED PRODUCTS

42 U.S.C. § 6962

40 C.F.R. part 247

2 C.F.R. part § 200.322

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

Resource Conservation and Recovery Act, as amended, (42 U.S.C. § 6962 et seq.), requires States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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.

Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Model Clause/Language

There is no required language for preference for recycled products. Recipients can draw on the following language for inclusion in their federally funded procurements.

Recovered Materials

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

U. (A21) SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

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 CITY.

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 agreement.

V. (A22) SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f)

49 C.F.R. part 605

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT ONLY IF THE selected PROPOSER PROVIDES SCHOOL BUS OPERATIONS AS PART OF THEIR OVERALL BUSINESS.

Applicability to Contracts

The School Bus requirements apply to contracts for operating public transportation service.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language

The relevant statutes and regulations do not mandate any specific clause or language. Recipients can draw on the following language for inclusion in their federally funded procurements.

School Bus Operations

The selected PROPOSER 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 selected PROPOSER to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the selected PROPOSER 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.

W. (A23) SEISMIC SAFETY

42 U.S.C. 7701 *et seq.*

49 C.F.R. part 41

Executive Order (E.O.) 12699

THIS CLAUSE IS NOT APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third party contract clauses. Recipients can draw on the following language for inclusion in their federally funded procurements.

Seismic Safety

The selected PROPOSER agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The selected PROPOSER also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

X. (A24) SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331

49 C.F.R. part 655

49 C.F.R. part 40

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT. OPTION 2 IS THE METHOD WHICH SHALL BE USED IN THIS CONTRACT.

Applicability to Contracts

Third party contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means 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 nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
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. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow Down Requirements

The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Model Clause/Language

FTA's drug and alcohol rules, 49 C.F.R. part 655, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the selected PROPOSER is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the selected PROPOSER, and the financial resources available to the recipient to oversee the

selected PROPOSER's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Option 2

The recipient relies on the selected PROPOSER to implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, but retains the ability to monitor the selected PROPOSER's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the selected PROPOSER complies with the program. The disadvantage of Option 2 is that, without adequate monitoring of the selected PROPOSER's program, the recipient may find itself out of compliance with the rules.

SUBSTANCE ABUSE TESTING

Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 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 of [name of State], or A-67 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 parts 655 before February 1st of each year and to submit the Management Information System (MIS) reports before March 1st of each year to the City of DeKalb Transit Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

Y. (A25) TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

Flow Down

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Model Clause/Language

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Termination for Convenience (General Provision)

The CITY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CITY'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 CITY to be paid the Contractor. If the Contractor has any property in its possession belonging to CITY, the Contractor will account for the same, and dispose of it in the manner CITY directs.

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 CITY 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 CITY 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 CITY, 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 CITY, 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 CITY'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 CITY setting forth the nature of said breach or default, CITY shall have the

right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CITY 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 CITY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Z. (A26) VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

THIS CLAUSE IS APPLICABLE TO THIS CONTRACT.

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Flow Down

The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. The provisions developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts. Recipients can draw on these examples for inclusion in their federally funded procurements.

Rights and Remedies of the CITY

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

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

Rights and Remedies of Contractor

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

Remedies

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

Disputes

- **Example 1:** 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 City. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Example 2:** The CITY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

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

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

Performance during Dispute

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

Claims for Damages

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

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CITY is located. Rights and Remedies The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY 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.

1.1 Liquidated Damages

It is the intention of the City to enter into a cooperative relationship with the CONTRACTOR. If problems occur, the CITY and CONTRACTOR will work together to resolve them quickly and in a manner that provides the best service. In general, liquidated damages will only be imposed after the CONTRACTOR has had opportunities to make corrections and failed to meet the needs of the CITY.

1.2 Liquidated damages shall be deducted automatically by the CITY from their respective invoices for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages. The parties acknowledge that calculation of actual damages is impossible given the variety of factors influencing such calculation, including the impact on public safety caused by a failure to provide transit services, the impact on third parties, the disruption of commerce within the CITY and other factors. Accordingly, the parties have agreed to the liquidated damages contemplated herein as a reasonable facsimile of the actual damages, and not as a penalty. The CONTRACTOR expressly agrees that it has reviewed these liquidated damages and agrees that they are valid, enforceable and appropriate.

1.3 CITY staff may evaluate vehicles and records pertaining to these categories of compliance on a random basis, on a systematic basis or on a complaint-driven basis. If there is no improvement, liquidated damages will be assessed upon each subsequent occurrence.

1.4 Vehicle cleanliness minimum standards.

The CONTRACTOR shall perform daily servicing on all revenue vehicles used to operate the service and are required to document the completion of the following minimum servicing standards.

Daily				
• Fuel Vehicle • Check engine oil, ATF, coolant levels, tire pressure, and safety equipment • Read/Record Mileage	• Check lights and flashers • Check brake performance	• Remove graffiti from internal and external areas of vehicle • Dust handrails and empty garbage	• Clean passenger and operator's area and dash • Sweep/dust interior	• Conduct visual inspection of vehicles' exterior and interior
3x per Week	Weekly	Bi-Weekly	Annually	As Needed
• Mop floor • Wash exterior and wheels	• Clean window interiors	• Detail interior • Clean ceiling	• Clean inside of interior light fixtures	• Perform routine maintenance in accordance with manufacturer specifications • Clean seat fabric

Daily servicing shall include checking all vehicle performance defects reported by the bus operators as potential safety and reliability items requiring immediate attention.

1.4.1 Washing exterior of vehicles is not absolutely required when temperature is below freezing.

1.5 Service Failures include early departures, late departures, and unapproved layover/recovery locations.

1.6 Repeat Vehicle Maintenance Problems are defined as any vehicle that experiences repeat road calls four (4) or more times within a thirty (30) day period for circumstances within the control of the CONTRACTOR; liquidated damages shall be assessed per subsequent occurrence.

- 1.7 Vehicle Out of Fuel liquidated damages shall be assessed if a vehicle runs out of fuel while in revenue service.
- 1.8 A “missed trip” is defined as when a vehicle arrives outside of the scheduled pickup window and the rider does not accept the ride.
- 1.8.1 Notification of missed trips will be sent immediately to the CITY with an explanation of the reason for the missed trip.
- 1.8.2 Missed trips will have liquidated damages assessed on a per-missed-trip basis, rather than on a daily basis.
- 1.9 Unreported Missed Trips are missed trips that are not reported to the CITY within twenty-four (24) hours of occurrence.
- 1.10 The CITY has established the following liquidated damages, to be assessed on a “per incident” basis.

Category	Liquidated Damages
1.4 Vehicle Cleanliness - Inside and Outside	\$50
1.5 Service Failures	\$50
1.6 Repeat Vehicle Maintenance Problems	\$75
1.7 Vehicle Out of Fuel	\$105
1.8 Missed Trips	\$225
1.9 Unreported Missed Trips	\$275

1.11 Additional Liquidated Damages

The CITY and the CONTRACTOR shall meet at the end of each calendar year for the duration of the contract to discuss outstanding concerns including any additional liquidated damages.

OPTION YEAR PRICING:

CITY will evaluate the option year pricing information to determine if the option year price request is fair and reasonable and that it is to the satisfaction of CITY. If it is determined that the price request is fair and reasonable, CITY will amend the contract and institute the price adjustment at the beginning of the option term. The parties must have option pricing agreed upon no later than nine (9) months before the expiration of the current term of the agreement.

In the event both parties cannot come to an agreement for the option year pricing, CITY will issue a new RFP to rebid for the services and base pricing shall continue to be paid to Contractor until a new contract has been established.

PERFORMANCE (LD'S AND INCENTIVES):

Liquidated damages shall be imposed as outlined in Exhibit 6 of the contract as an agreed upon estimate of actual damages for the items listed. Contractor shall have the ability to dispute/verify any such damages with reasonable explanation within five (5) days after being made aware of the damages, before CITY deducts them from payment for services.

As of the last day of each month, all amounts of liquidated damages imposed may be deducted by CITY from the payment for services otherwise due and owing by CITY for such months.

CITY reserves the right to waive the imposition of any of the foregoing liquidated damages which may arise from conditions which are beyond the control of the Contractor. Any such waiver shall be deemed a one-time waiver and not deemed a waiver of subsequent liquidated damages.

The CITY and Contractor agree to withhold liquidated damages from January 1, 2021 – June 30, 2021 to provide a six (6) month service transfer period; however, excessive violations of established guidelines may result in the implementation of liquidated damages prior to July 1, 2021 if the Contractor fails to make reasonable adjustments as requested by the CITY during the six (6) month transfer period.

BASE LEVEL SERVICES DURING COVID-19 PANDEMIC

A. PERFORMANCE STANDARDS

- If service is provided during any recognized pandemic situation, it is not possible to measure long-term performance data targets over the full term of the contract until the reduced service levels are restored. The Contractor will perform a six-month Performance Data Collection Period to track and record actual service performance data. Once the Performance Data Collection Period has ended, the CITY and Contractor will convene to review the data and mutually agree upon the performance standards. These tables of standards will be added to the contract through an amendment and become part of the overall performance requirements of the long-term contract.

B. 2020 PANDEMIC/LIMITED SERVICE SITUATION

Due to COVID-19 pandemic ("Pandemic") prevailing in 2020, the CITY's operations have been significantly impacted. The nature, magnitude and duration of the CITY's paratransit operational changes are not known and impossible to forecast. Parties shall collaboratively adjust and

determine over time the appropriate level of services until such time as service levels return to normal revenue service levels as set forth in the Scope of Services. During this time period, and until the Pandemic period is agreed upon by the Parties to be over, item F (8) of Exhibit 1 of the Contract shall be revised to read as follows: *“the CITY may add, subtract, or substitute routes, miles, and hours of operation. The marginal contract rate per mile, and/or per hour shall apply to any such modifications if such changes are within 10% of the estimated amounts in Table 6 and Table 7. At the time in which the Parties mutually agree that service levels have returned to normal revenue service levels as described above, the original contract language shall be instituted.”* To accomplish this, the Parties will meet on a regular basis to consider the level and scope of Contractor services needed to meet rider demand. This collaborative process will continue over the course of the Pandemic period when restrictive orders are in place and in the months to follow as the Pandemic health risks dissipate and a new stable level of paratransit service is established.

Furthermore, at the written direction of CITY, Contractor will keep a minimum headcount of people on payroll required to maintain operational readiness in order to quickly resume paratransit services upon the lifting of restrictive orders. The costs associated with this operational readiness workforce will be compensated by CITY as mutually agreed upon and in compliance with the Federal and State requirements.

CITY will immediately notify Contractor of any change(s) in the foregoing commitments.

C. APPROVED DRIVER HEADCOUNT DURING PANDEMIC:

In order to respond to the Pandemic, and in accordance with FTA guidance regarding the Pandemic's impact on certain FTA requirements, the CITY will pay Contractor the hourly variable rate as shown in pricing in the Cost & Budget Forms of the contract until the Pandemic period is agreed upon by the Parties to be over and normal services identified in the Scope of Services has been restored. Contractor must invoice CITY for the drivers reporting to work for such services. A list of eligible drivers will be provided to the CITY on a weekly basis, and the daily roster of those approved drivers will be compiled as backup for the monthly invoice during this period.

During the Pandemic, driver billable hours will be understood to be Employee work hours (excluding lunch breaks) as designated from the time their assigned shift time begins to the time their designated shift time ends, with the driver required to be on site at Contractor offices, in uniform and ready for duty. Such driver billable hours will be reviewed weekly until the Pandemic health risks dissipate and a normal service levels as outlined in the Scope of Services have been achieved.

FUTURE EPIDEMIC, PANDEMIC, QUARANTINE, ETC. EMERGENCY SITUATION (“EVENT”):

Should an epidemic, pandemic, outbreak, quarantine/shelter-in-place order by local, State or Federal government, etc. (“Event”) occur resulting in a decrease/reduction of services of 10% or more of the cumulative monthly service hours, as set out in the baseline hours in the Scope of Services, the CITY recognizes the importance of retaining as much of Contractor’s workforce as possible during the Event to avoid delays, disruptions in services, additional costs (drug testing, retraining, rehiring, licensing, etc.) when the Event is over and service returns to pre-Event levels and to maintain the public’s confidence in the services provided by the CITY.

If an Event should occur, Contractor and CITY shall confer and agree on one or more of the following actions or supplement others as needed:

- a) Maintaining payments from CITY to Contractor at pre-Event services levels/contracted rates, with Contractor committing to retaining its pre-Event workforce;
- b) Allow for drivers' wages to be switched from a variable rate to a fixed rate;
- c) Work to identify alternative sources of trips, service, revenue (e.g. meal delivery, medical supply delivery, etc.);
- d) Agree to amend the revenue rate to a level that allows Contractor to maintain as much of its workforce as possible;
- e) Notwithstanding a decline in revenue hours, to determine a fixed monthly rate to permit Contractor to maintain its workforce devoted to the Service;
- f) Allow Contractor to renegotiate, reduce and/or suspend its contracts with subcontractors without having to confer and/or seek approval from CITY; Contractors DBE may be renegotiated or reduced subject to City approval.
- g) Allow for Contractor to pass through to the CITY any "Start Up" costs to bring its workforce up to pre-Event levels, including but not limited to, drug testing, retraining, rehiring, licensing, etc.;
- h) Suspension of all Liquidated Damages, performance guarantees, penalties, incentives etc. during the Event and/or after the Event should Contractor have to reduce its workforce; or
- i) Any other solutions/arrangements that CITY and Contractor should agree upon.

Any of the above options shall be understood to be paid in compliance with Federal Transit Administration (FTA) and/or State guidance and standards and shall not include profit expenses for any non-revenue related work.

Any such actions during the EVENT will be addressed with a formal Contract Amendment.

SERVICE LEVELS DEFINED IN SCOPE:

It should be noted that the COVID-19 Pandemic has affected these numbers, and additional contract language is agreed upon by CITY and Contractor on how to support and invoice for different service levels until such time that services have returned to service levels stated in the Scope of Services.

Exhibit 8 - Price Summary

Paratransit and Flex Route Services RFP

Table 1. Paratransit and Flex Route Price Summary

RFP #: TRANSIT-2020-01.5

YEAR	Hourly Rate (Marginal Cost)	Hourly Rate x 38,823 Hours	Fixed (Monthly Fee)	Fixed Cost x 12 Months	One-Time Start Up Cost	Price (38,823 Hours)
2021	\$ 39.64	\$ 1,538,856.02	\$ 90,671.68	\$ 1,088,060.14	\$ 184,573.76	\$ 2,811,489.92
2022	\$ 41.56	\$ 1,613,652.37	\$ 95,915.25	\$ 1,150,982.96	X	\$ 2,764,635.33
2023	\$ 43.67	\$ 1,695,328.18	\$ 99,613.64	\$ 1,195,363.69	X	\$ 2,890,691.87
Total						\$ 8,466,817.12

Paratransit and Flex Route Services RFP

Table 2. Proposed Flex Route Price Summary

RFP #: TRANSIT-2020-01.5

YEAR	Hourly Rate (Marginal Cost)	Hourly Rate x 4,148 Hours	Fixed (Monthly Fee)	Fixed Cost x 12 Months	One-Time Start Up Cost	Price (4,148 Hours)
2021	\$ 39.64	\$ 164,417.35	\$ 766.52	\$ 9,198.22	\$ 7,469.30	\$ 181,084.86
2022	\$ 41.56	\$ 172,408.88	\$ 845.10	\$ 10,141.14	X	\$ 182,550.03
2023	\$ 43.67	\$ 181,135.44	\$ 878.93	\$ 10,547.15	X	\$ 191,682.59
Total		\$ 517,961.67		\$ 29,886.51		\$ 555,317.48

Paratransit and Flex Route Services RFP

Table 3. Bus Operator Wage Table

RFP #: TRANSIT-2020-01.5

Job Title	Number of Employees in Position	Percentage of Time Dedicated to Urban Paratransit Services	Total Salary	Total Salary for this Proposal
Full Time	23	\$ 16.00	\$ 24.00	\$810,701
Part Time	4	\$ 16.00	\$ 24.00	\$84,595
Total	27			\$895,296

Table 4. Labor Table
RFP #: TRANSIT-2020-01.5

Job Title	Number of Employees in Position	Percentage of Time Dedicated to Urban Paratransit Services	Total Salary	Total Salary for this Proposal
General Manager	1.00	11.76%	\$85,000.00	\$10,000.00
Paratransit Manager	1.00	100.00%	\$75,000.00	\$75,000.00
Road Supervisor	1.00	100.00%	\$37,440.00	\$37,440.00
Reservationist	3.00	100.00%	\$99,840.00	\$99,840.00
Dispatchers	4.00	100.00%	\$141,440.00	\$141,440.00
Training Supervisor	1.00	100.00%	\$39,520.00	\$39,520.00
A - Mechanic	1.00	100.00%	\$62,400.00	\$62,400.00
B - Mechanic	1.00	100.00%	\$52,000.00	\$52,000.00
Vehicle Service Worker - FT	1.00	100.00%	\$31,200.00	\$31,200.00
Vehicle Service Worker - PT	1.00	100.00%	\$15,600.00	\$15,600.00
HR Generalist	1.00	50.00%	\$60,000.00	\$30,000.00
Maintenance Manager	1.00	40.00%	\$0.00	\$0.00
Safety & Training Manager	1.00	40.00%	\$0.00	\$0.00

TRANSIT VEHICLES AND EQUIPMENT LEASE AGREEMENT

This Lease Agreement is entered into this 1st day of January 2021, by and between, the City of DeKalb, hereinafter referred to as, LESSEE, and the PROPOSER, hereinafter referred to as the TRANSIT PROVIDER. TRANSIT PROVIDER shall begin to access a portion of the LESSEE fleet vehicles on October 19, 2020 as vehicle and service demands allow to prepare vehicles to begin service on January 2nd, 2021.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. **TRANSIT VEHICLES AND EQUIPMENT LEASE AGREEMENT.** LESSEE hereby provides to the TRANSIT PROVIDER Vehicles and Equipment for use in TRANSIT PROVIDER's Urban public transit systems to provide transportation services to senior citizens and individuals with disabilities, as well as the general public, as outlined in the Transit Services Provider Agreement ("TSPA").
2. **VEHICLE AND EQUIPMENT LISTING:** A listing of all transit vehicles and equipment as of January 1, 2021 is provided as Exhibit A. A Master List of all vehicles and equipment leased by the LESSEE to the TRANSIT PROVIDER shall be maintained under the following provisions:
 - a. Any vehicles or equipment purchased by the LESSEE for use by the TRANSIT PROVIDER to provide Urban public transit during the period of the TSPA shall be added to the Master List.
 - b. Any vehicles or equipment removed from service due to mechanical failure or removal due to expiration of its useful life shall be identified as removed from active service in the Master List.
 - c. All additions and removals from the Master List shall be automatically included into the Transit Vehicles and Equipment Lease Agreement identified herein.
 - d. Vehicles shall be received by the TRANSIT PROVIDER and returned to the LESSEE as detailed and described in Exhibit B.
3. **TERM.** This lease shall correspond to the TSPA.
 - a. **EFFECTIVE DATE:** The LESSEE hereby grants to TRANSIT PROVIDER the right to operate all leased transit vehicles and equipment on behalf of the LESSEE. The term of this Agreement shall be coterminous with the TSPA; any extension, modification or termination of said TSPA shall similarly extend, modify or terminate this lease.
4. **RENT.** The TRANSIT PROVIDER agrees to pay One Dollar (\$1.00) per year for each year of the TSPA with the said rental amount being due upon effective date of this Lease Agreement. Fee may be waived at the discretion of the City Manager. Rent is payable at the office of Finance located at 164 E. Lincoln Hwy., DeKalb, IL 60115. The Parties agree and acknowledge that the primary consideration for this lease is the TRANSIT PROVIDER's performance of services under the TSPA.
5. **FEDERAL STATUTES.** All vehicles and equipment purchased with Federal Transit Administration (FTA) funds shall be subject to all FTA rules and regulations. The LESSEE and TRANSIT PROVIDER shall agree to comply with all real property regulations identified in FTA Circular 5010.1D Chapter IV Project Management or its current iteration.
6. **MAINTENANCE AND REPAIRS.** The TRANSIT PROVIDER shall pay for and furnish all maintenance and repairs to keep vehicles and equipment in good working order and condition and shall repair all damage that occurs to such vehicles while subject to this lease. At the

expiration or termination of this Lease, the vehicles and all equipment in the vehicles will be returned to the LESSEE in good condition, reasonable wear and tear expected.

- a. Any new transit vehicle leased to the TRANSIT PROVIDER may be equipped with; first-aid kit, fire extinguisher, visual warning devices, bio-hazard kit, spare tire and wheel and may also be equipped with; wheelchair securements and occupant restraints. It is the responsibility of the TRANSIT PROVIDER to replace these items as necessary throughout the period of the Lease Agreement, and to provide any other equipment that shall be necessary, required or appropriate for use of the leased vehicles in a safe fashion and in compliance with applicable laws, rules and regulations. Upon termination of the TSPA all of the said items will be in proper working condition and shall be transferred to the LESSEE.
7. **REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES.** The TRANSIT PROVIDER shall pay all expenses incurred in the use and operation of the Vehicles, including but not limited to, insurance, oil, anti-freeze, repairs, maintenance, tires, storage, fines, inspections, assessments, sales or use taxes, if any, and all other taxes as may be imposed by law from time to time arising from TRANSIT PROVIDER'S use and operation of the Vehicles. The TRANSIT PROVIDER will reimburse and hold the LESSEE harmless for any and all amounts the LESSEE may pay in satisfaction, release, or discharge thereof. The TRANSIT PROVIDER shall permit the LESSEE and/or its designees, the Illinois Department of Transportation (IDOT), or the Federal Transit Administration (FTA) to inspect the Vehicles at reasonable times, places, and intervals. Each vehicle listed in the Master List, shall bear Illinois Municipal vehicle license plates.
8. **USE AND OPERATION.** The TRANSIT PROVIDER acknowledges receipt of Vehicles and Equipment, and that the same is in condition satisfactory to TRANSIT PROVIDER'S purposes. Vehicles shall not be altered, marked, or additional equipment installed without the prior written consent of the LESSEE in which case the TRANSIT PROVIDER will bear the expense thereof as well as the restoration expenses. The TRANSIT PROVIDER shall keep Vehicles free of all taxes, liens, and encumbrances and any sum of money that may be paid by the LESSEE in release or discharge thereof, including legal costs, shall be paid on demand by the LESSEE. The TRANSIT PROVIDER shall not use or permit the use of Vehicles in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. The TRANSIT PROVIDER, by acceptance of this Lease Agreement, agrees to abide by the terms hereof and to indemnify the LESSEE for any losses occurring as a result of such use in violation of said terms, laws, rules and ordinances.
9. **REMOVAL FROM SERVICE.** Any vehicle or piece of equipment which is deemed beyond its useful life by agreement of the Parties may be retired from service and returned to the LESSEE for reuse or disposal. The Useful Life for transit vehicles and equipment shall use the definition defined in FTA Circular 5010.1D, Chapter IV, Section f. Useful Life of Project Property. The LESSEE and TRANSIT PROVIDER shall dispose of all FTA funded property according to the regulations in FTA Circular 5010.1D, Chapter IV, Section J Real Estate Disposition. All vehicles and equipment removed from service shall be identified as removed in the Master List.
10. **INDEMNIFICATION AND INSURANCE.** The TRANSIT PROVIDER agrees and will protect, indemnify and hold harmless the LESSEE and its assignees and agents from and against any and all losses, damages, injuries, claims, demands and expenses occasioned by, or arising out of, the condition, maintenance, use or operation of the Vehicles including any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, or about the Lease Agreement Vehicles, or due directly or indirectly to this Lease, or the condition, maintenance, use or operation of the Vehicles by the TRANSIT PROVIDER or any person claiming through or under the TRANSIT PROVIDER.

- a. The TRANSIT PROVIDER agrees that it will at all times provide general liability and vehicle insurance policies which provide coverage for all LESSEE owned vehicles and equipment. The insurance coverage levels are identified in the TSPA. All vehicles shall be insured at full present-day new vehicle replacement value.
 - b. The TRANSIT PROVIDER shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, the TRANSIT PROVIDER'S use of the Vehicles.
 - c. In the event Vehicles are involved in an accident, damaged, stolen or destroyed by fire, the TRANSIT PROVIDER shall promptly notify the LESSEE, in writing, within 24 hours and will also comply with all terms and conditions entered in the insurance policies. The TRANSIT PROVIDER agrees to cooperate with the LESSEE, and the insurance companies in defending against any claims or actions resulting from the TRANSIT PROVIDER'S operation or use of the Vehicles or Equipment.
 - d. Vehicles shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.
 - e. TRANSIT PROVIDER shall implement a risk management program in accordance with the recommendations of its insurer and shall implement all best management practices identified or recommended through such program.
11. DAMAGE TO VEHICLES. Should Vehicles or any part thereof be so damaged as to preclude usage for the purpose intended and should the TRANSIT PROVIDER be indemnified therefor pursuant to any insurance coverage required pursuant to paragraph 10 hereof in an amount not less than the full amount of the insurance coverage provided by the TRANSIT PROVIDER, the obligation of LESSEE to provide said vehicle(s) to TRANSIT PROVIDER under this Lease Agreement shall terminate, but TRANSIT PROVIDER's obligation to provide insurance and indemnification to the LESSEE shall continue in full force and effect. However, should the TRANSIT PROVIDER be indemnified in an amount less than the full amount of the insurance coverage provided by the TRANSIT PROVIDER, the TRANSIT PROVIDER will repair or replace Vehicles or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair or replacement. Should vehicles or any part thereof be damaged by any cause for which the TRANSIT PROVIDER makes no insurance recovery and should Vehicles or the damaged part thereof be capable of repairs, this Lease Agreement shall terminate and the TRANSIT PROVIDER shall immediately pay the LESSEE the reasonable value of Vehicles, regardless of rentals paid or accrued.
12. TITLE. The TRANSIT PROVIDER acknowledges that this is an agreement to use only and that the TRANSIT PROVIDER does not in any way acquire title to Vehicles, under this agreement. Without the prior written consent of the LESSEE, the TRANSIT PROVIDER agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or destroy Vehicles.
13. WARRANTIES AND WAIVER. The TRANSIT PROVIDER uses Vehicles and Equipment herein described in "as is" condition and agrees that the LESSEE has not made, and does not hereby make any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of Vehicles or against any patent or latent defects therein. The TRANSIT PROVIDER agrees that the LESSEE shall not be liable to the TRANSIT PROVIDER for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by Vehicles or the inadequacy thereof for any purpose, or for any deficiency or defect therein, or for the use or maintenance thereof, or for any repairs, servicing, adjustments, or expenses thereto or for any loss of business or for any damage whatsoever and howsoever

caused. TRANSIT PROVIDER shall engage in a full and detailed inspection of each vehicle, shall repair any damage or unsafe condition, and shall take all actions necessary to render such vehicles in compliance with all applicable laws, rules or regulations prior to operation of such vehicles.

14. ASSIGNMENT. Without the prior written consent of the LESSEE or any assignee of the LESSEE, the TRANSIT PROVIDER agrees not to sublet, mortgage, pledge, sell, assign, or otherwise transfer or dispose of this Lease Agreement. The TRANSIT PROVIDER acknowledges and understands that the LESSEE may assign this Lease Agreement and that such assignee shall be entitled to all of the benefits of this Lease Agreement in the place of the LESSEE. In connection therewith, the TRANSIT PROVIDER agrees this Lease Agreement, Vehicles, and Equipment used there under will be subjected to any rights and interest in and to said Vehicles and Equipment under any contract the LESSEE has with another regarding title or interests in title; to accept the directions, demands or consents of such assignee in place of those of the LESSEE; to surrender Vehicles only to such assignee; to pay all rent hereunder as directed by such assignee.

15. DEFAULT. In any of the following default events:

- a. failure to pay any rent or sum herein provided when the same are due and payable and such default continues for a period of ten (10) days after receipt of notice thereof of TRANSIT PROVIDER;
- b. Failure to comply with any terms or conditions hereof;
- c. A proceeding in insolvency or receivership by or against the TRANSIT PROVIDER or its property, or in the event LESSEE suspends business, makes an assignment for the benefit of creditors, or if an attachment be levied or tax lien filed against the Vehicle, or
- d. the TRANSIT PROVIDER fails for any reason to comply with the repair, insurance or indemnification requirements of the Lease Agreement, then and in those events, or any of them, the LESSEE may, at its option and without prejudice to any other rights it may have:
 - i. Take possession of Vehicles and/or Equipment and for the purpose thereof may enter the premises on which Vehicles and/or Equipment are located and remove them without court order or other process of law (damages occasioned by such taking being expressly waived by the TRANSIT PROVIDER), and thereupon the TRANSIT PROVIDER'S right to possession and use of Vehicles shall terminate;
 - ii. May (but need not) use Vehicles or any portion thereof for such period, rental, and to such persons or entities as the LESSEE shall elect and shall apply the net proceeds of any such renting in payment of the rent and other obligations due from TRANSIT PROVIDER to the LESSEE hereunder by acceleration or otherwise;
 - iii. May (but need not) sell Vehicles or any part thereof at public or private sale without demand or notice of intention to sell or of sale and shall apply the net proceeds of any such disposition against the total obligations owed the LESSEE;
 - iv. May deduct all costs and expenses in connection with such retaking, including insurance, repairs, storage, renting or sale of Vehicles from the proceeds derived from such renting or sale;
 - v. Terminate TRANSIT PROVIDER'S rights hereunder as to Vehicles and terminate the TSPA;
- e. No right or remedy conferred upon or reserved to the LESSEE by this Lease Agreement shall be exclusive of any other right or remedy herein or by law provided; all rights and remedies conferred upon the LESSEE by this Lease Agreement or by law shall be cumulative and in addition to every other right and remedy to.
- f. If it is necessary to employ the services of an attorney or incur expenses in enforcing this Lease, the TRANSIT PROVIDER shall pay to the LESSEE all such expenses and court costs, in addition to all sums due the LESSEE, including reasonable attorney's fees.

16. CONSTRUCTION. This Lease Agreement shall be construed and determined in accordance with the laws of the State of Illinois. Any provision herein prohibited by law shall be ineffective to the

extent of such prohibition without invalidating the remaining provisions of the Lease Agreement. Jurisdiction and venue for any dispute arising out of this Agreement shall be exclusively fixed in the DeKalb County Circuit Court.

17. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. However, the LESSEE's failure at any time to require strict performance by the TRANSIT PROVIDER of any provisions herein shall not waive or diminish the LESSEE's right to thereafter demand strict compliance therewith or with other provisions of this Lease Agreement and written waiver by the LESSEE of any default hereunder shall not constitute a waiver of any other default.
18. ENTIRE AGREEMENT. This Lease Agreement contains the whole agreement of the parties. None of the covenants, provisions, terms, or conditions of this Lease Agreement shall be in any manner modified, waived, abandoned, or amended except by a written instrument duly signed by the parties or their assignee and delivered to the LESSEE and the TRANSIT PROVIDER or their assignee.
19. MASTER LIST. The Master List of Vehicles and Equipment shall be amended each time any vehicles or equipment are added or removed from active service. Amendments to the Master List shall not require an amendment to this Lease Agreement and shall be approved by the LESSEE staff person identified as the City's Transit Manager and the General Manager of the TRANSIT PROVIDER.
20. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assignees of the parties hereto except as may be modified in paragraph 14 or 22 hereof.
21. NOTICE. Notices as provided for in this Lease Agreement shall be given to the respective parties or their assignees at their respective addresses designated herein unless there is notification of the parties to the other, in writing, of a different address. Such notice shall be deemed to be given and received when deposited in the United States mail, postage prepaid, addressed as herein designated.
22. INFORMATION TO BE FURNISHED BY TRANSIT PROVIDER TO THE LESSEE. The TRANSIT PROVIDER shall furnish the requested information to the LESSEE during the term of this Lease Agreement. Please refer to the Request for Proposal document for information requested by the LESSEE.

IN WITNESS WHEREOF, the parties have duly executed this Lease Agreement on the day and year first written above.

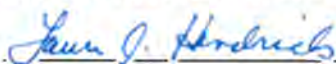
LESSEE

By: 

Print: Bill Nicklas

Date: 11-2-2020

TRANSIT PROVIDER: TRANSDEV SERVICES, INC.

By: 

Print: Laura Hendricks, President

Date: 10/07/2020

By: 

Print: Mathieu LeBourhis, CFO

EXHIBIT A

City of DeKalb

Equipment Asset List as of March 24th, 2020

Item	Year Purchased	Make and Model	Owner	Total Number
Drill Press	Unknown	Clarke Metalworker BTA	City of DeKalb	1
Wheel Dolly	Unknown	Wesco Industrial Products	City of DeKalb	1
Hydraulic Press	Unknown	20 Ton NAPA Hein-Werner	City of DeKalb	1
Engine Crane	Unknown	2 Ton ATD-7484	City of DeKalb	1
Vehicle Radios	2011	HDM 150	City of DeKalb	34
Radio Base	2011	Astron	City of DeKalb	1
Handheld Radio	2011	HDP 150	City of DeKalb	2
Fare Boxes	2012	Diamond (installed in Eldorado Heavy Duty Buses)	City of DeKalb	2
Wireless Mobile Column Lifts	2013	Stertil-Koni 18,000 Pound Capacity	City of DeKalb	4
Vehicle Cameras (Set of 7 Cameras)	2016	Angel Trax	City of DeKalb	27
Vehicle Camera Hard Drive	2016	Angel Trax 1TB SATA 3 SS1TB-3D	City of DeKalb	54
A/C Machine	2016	Robinair 17800B	City of DeKalb	1
Wheel Balancer	2017	Coats 1500	City of DeKalb	1
Salt Spreader	2018	Western Tornado Poly Hopper Spreader	City of DeKalb	1
Server	2018	Dell T330	City of DeKalb	1
Desktop Computer	2019	Dell 5060	City of DeKalb	15
Mouse and Keyboard	2019	Dell KM714 Wireless Mouse and Keyboard	City of DeKalb	15
Computer Monitor	2019	Dell 24 Inch Monitor	City of DeKalb	30
Laptop Computer	2019	Dell 5590	City of DeKalb	2

EXHIBIT A

Count	Fleet Number	Year	Make	Model	Mileage	Vehicle Identification Number	Purchase Cost	Non-Revenue/Revenue	Useful Life (Yrs)	Estimated Replacement Year
1	S02	2007	Ford	F-350	59,809	1FTWX315X7EA51682	\$39,052	Non-Revenue	8	Will not be Replaced
2	MV6	2008	Chevrolet	Uplander Minivan	222,092	1G8DV13W98D209559	\$33,916	Revenue	5	Has been replaced
3	28	2009	Ford	Cutaway Light Duty	232,584	1FDEE35L89DA29775	\$50,145	Revenue	7	Has been replaced
4	31	2009	Chevrolet	Super Medium Duty	182,408	1G8E5V1969F403481	\$92,396	Revenue	9	Has been replaced
5	33	2009	Ford	Cutaway Light Duty	197,452	1FDEE35LX9DA29776	\$50,145	Revenue	7	Has been replaced
6	49	2009	Ford	Cutaway Light Duty	273,067	1FDEE35L59DA29779	\$50,145	Revenue	7	Has been replaced
7	46	2009	Ford	Cutaway Medium Duty	222,759	1FDFE45S99DA29771	\$57,244	Revenue	8	Has been replaced
8	25	2012	Eldorado	Heavy Duty Bus	208,452	1N9APACL6CC084074	\$412,130	Revenue	12	FY-2024
9	51	2012	Eldorado	Heavy Duty Bus	155,426	1N9APACL5CC084072	\$423,245	Revenue	12	FY-2024
10	MV16	2017	Dodge	Braun Minivan	52,112	2C7WDGBG3HR797933	\$38,034	Revenue	5	FY-2022
11	MV17*	-	-	Minivan	-	-	-	Revenue	5	FY-2021
12	MV18	2017	Dodge	Braun Minivan	53,003	2C7WDGBGXHR797928	\$38,034	Revenue	5	FY-2022
13	53	2017	Ford	Cutaway Medium Duty	54,464	1FDFE4FS6HDC71009	\$58,167	Revenue	8	FY-2026
14	54	2017	Ford	Cutaway Medium Duty	45,571	1FDFE4FS4HDC71011	\$58,167	Revenue	8	FY-2027
15	55	2017	Ford	Cutaway Medium Duty	63,634	1FDFE4FS5HDC71017	\$58,167	Revenue	8	FY-2025
16	56	2017	Ford	Cutaway Medium Duty	48,383	1FDFE4FS6HDC70992	\$58,167	Revenue	8	FY-2026
17	57	2017	Ford	Cutaway Medium Duty	52,218	1FDFE4FS5HDC71003	\$58,167	Revenue	8	FY-2025
18	58	2017	Ford	Cutaway Medium Duty	46,562	1FDFE4FS7HDC70970	\$58,167	Revenue	8	FY-2027
19	61	2017	Ford	Cutaway Light Duty	40,270	1FDEE3FS3HDC77825	\$54,708	Revenue	7	FY-2026
20	62	2017	Ford	Cutaway Light Duty	44,490	1FDEE3FS1HDC77810	\$54,708	Revenue	7	FY-2026
21	63	2017	Ford	Cutaway Light Duty	45,016	1FDEE3FS0HDC77815	\$54,708	Revenue	7	FY-2025
22	64	2017	Ford	Cutaway Light Duty	49,447	1FDEE3FS4HDC77817	\$54,708	Revenue	7	FY-2025
23	65	2017	Ford	Cutaway Light Duty	55,964	1FDEE3FSXHDC77823	\$54,708	Revenue	7	FY-2024
24	66	2019	Ford	Super Medium Duty	1,078	1FDAF5GY5KDA16150	\$97,945	Revenue	9	FY-2027
25	67	2019	Ford	Super Medium Duty	780	1FDAF5GY5KDA11384	\$97,945	Revenue	9	FY-2027
26	68	2019	Ford	Super Medium Duty	810	1FDAF5GY5KDA13856	\$97,945	Revenue	9	FY-2027

* Not Currently in Service	
Estimated Replacement by Year	
FY-2021	1
FY-2022	2
FY-2023	0
FY-2024	3
FY-2025	4
FY-2026	4
FY-2027	5

Revenue Vehicles	Amount
Minivans:	3
Light Duty Vehicles:	8
Medium Duty Vehicles:	7
Super Medium Duty Vehicles:	4
Heavy Duty Vehicles:	2
TOTAL	24
Minivans do not have camera system or radios installed.	

EXHIBIT B

VEHICLE TRANSITION STANDARDS

Prior to acceptance of any vehicle by the TRANSIT PROVIDER, a detailed inspection will take place immediately prior to start-up with representatives of the TRANSIT PROVIDER, OUTGOING TRANSIT PROVIDER and CITY to agree on items that need repair before the vehicle is transferred to TRANSIT PROVIDER.

CITY and TRANSIT PROVIDER agree that vehicles will be delivered to TRANSIT PROVIDER in good condition and with each vehicle meeting or exceeding the following specifications:

1. Vehicle body and all attachments thereto will be free of dents and scratches in excess of 1" in length. All body parts shall be properly attached to vehicle chassis and free of rust.
2. Exterior paint and decals shall be free from scrapes, scratches in excess of 1" in length, rust and tar. All decals shall be properly applied and free from peeling.
3. Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from side wall damage, shall have a minimum of 8/32 inch tread depth on front tires and a minimum of 6/32 inch tread depth on rear tires and shall be free from damage due to improper alignment or balancing or curb damage.
4. Vehicles shall contain a spare tire and wheel meeting the standards of paragraph 3 above if the vehicle was so equipped when purchased by the CITY.
5. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
6. All vehicle lights shall be in working order.
7. All decals or painting identifying the OUTGOING TRANSIT PROVIDER or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
8. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
9. All components of the emission control and exhaust system shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
10. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing (can be verified by records review). If engine has been rebuilt, the CITY shall supply documentation of rebuilder and assure TRANSIT PROVIDER that engine rebuild meets manufacturers specifications.
11. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, OUTGOING TRANSIT PROVIDER and CITY shall supply documentation of rebuilder and assure TRANSIT PROVIDER that transmission rebuild meets manufacturer's specifications.

EXHIBIT B

12. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and battery(ies) shall fall within manufacturers specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. Any alterations to wiring not completed by vehicle manufacturer shall be performed so as to not overload any circuit and not to cause any short circuit.
13. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
14. All brake linings, drums and rotors shall meet manufacturers specifications and shall have at least 50% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
15. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
16. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tiedowns and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.
17. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
18. All passenger seats and all other interior surfaces shall be cleaned and free from stains, tears and graffiti. Seats shall be properly secured to the vehicle with the proper grade of securement device.
19. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of TRANSIT PROVIDER in this Agreement and state requirements.
20. Vehicles will have all current required state inspection and registration certificates, if required.
21. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturers requirements.
22. All vehicle repair and inspection records shall be delivered with the vehicles.
23. All glass shall be free from chips, scratches, and cracks.
24. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.
25. All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.

EXHIBIT B

In order to ensure compliance with the above requirements, the following procedures will be used by the CITY and TRANSIT PROVIDER:

26. At a place and time mutually agreed to by the CITY and TRANSIT PROVIDER, which shall occur at least 30 days prior to the start of service by TRANSIT PROVIDER under this Agreement, CITY and TRANSIT PROVIDER, shall jointly inspect the vehicles to be provided by CITY to TRANSIT PROVIDER. During such inspection, defects to vehicles shall be noted.
27. After the initial inspection, CITY shall ensure that all defects noted are repaired by OUTGOING TRANSIT PROVIDER prior to TRANSIT PROVIDER starting service under the terms of this Agreement.
28. Upon delivery of the vehicles to TRANSIT PROVIDER, CITY and TRANSIT PROVIDER will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this Exhibit. Each vehicle that passes final inspection when turned over to TRANSIT PROVIDER will be safely and securely parked until service begins under the Agreement (so as not to be exposed to service under OUTGOING TRANSIT PROVIDER again).
29. In the event the final inspection reveals any defects in the vehicles as specified in this Section, then the CITY will have these items repaired by OUTGOING TRANSIT PROVIDER before turning over the vehicle.
30. For the initial transfer of vehicles from the OUTGOING TRANSIT PROVIDER to the TRANSIT PROVIDER as of January 1, 2021, the CITY may authorize TRANSIT PROVIDER to repair the items at the rate of \$65.00 per labor hour plus TRANSIT PROVIDER's cost plus for all materials and supplies required to repair defects. This invoice will be presented to CITY for payment to TRANSIT PROVIDER within 30 days of approval of invoice. Such costs would then be CITY responsibility to get reimbursed by OUTGOING TRANSIT PROVIDER through final invoice payment or other method deemed appropriate by CITY. This specification will be considered as void after March 31st, 2021 and all necessary repairs shall be at the expense of the TRANSIT PROVIDER.