



REQUEST FOR PROPOSALS (RFP)
General Public Fixed-Route and
Demand Response Services
YCIPTA 2018-01

Release Date: Monday, January 8, 2018

Deadline for Submission: Friday, March 16, 2018

Contact Person: Shelly Kreger, Transit Director

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YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY REQUEST FOR PROPOSALS

General Public Fixed-Route and Demand Response Services

RELEASE DATE: January 8, 2018

CLOSING DATE: Proposals must be received no later than **4:00 P.M. Arizona Time, March 16, 2018**, at the address listed below:

CONTACT PERSON: Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365
Phone: (928) 539-7076, ext 101, Fax (928) 783-0309

INTRODUCTION AND OBJECTIVE OF THIS RFP

Notice is hereby given that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) will receive at its Administrative Offices, 2715 East 14th Street, Yuma, AZ 85365, no later than 4:00 P.M. Arizona Time, Friday, March 16, 2018, sealed proposals to operate and maintain General Public Fixed-Route and Demand Response Services for YCIPTA.

The purpose of this RFP is to solicit proposals for an Agreement that would be for a Three (3) year period from July 1, 2018 through June 30, 2021, with up to seven (7) one (1) year options ending June 30, 2022, June 30, 2023, June 30, 2024, June 30, 2025, June 30, 2026, June 30, 2027 and June 30, 2028.

SERVICE SUMMARY

YCIPTA was formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town on Wellton and the unincorporated Yuma County areas. Service is also provided on the Cocopah and Fort Yuma Indian Reservations as well as eastern Imperial County, including the unincorporated community of Winterhaven and El Centro, California.

Yuma County Area Transit (YCAT) is the marketing name for the YCIPTA and the fixed-route transit system. YCAT OnCall is the marketing name for the demand responsive transit system. YCAT began in 2002 as a rebranded effort from what was previously known as Valley Transit. Greater Yuma Area Dial-A-Ride (now YCAT OnCall) began in 2000 and was the county's first public transportation service. The Yuma Metropolitan

Planning Organization (YMPO) has been the administrator of public transit service in Yuma County since 1999 utilizing Federal Transit Administration (FTA) funding that has been available to the Yuma Urbanized Area since 1980 when the urbanized area exceeded 50,000 in population.

YCAT operates eleven fixed-routes, a vanpool program and a demand responsive service throughout the southwestern quadrant of Yuma County. YCAT operates Monday-Friday from 5:50 am to approximately 7:30 pm with headways every 60 minutes and limited service continuing until 11:30 pm from Arizona Western College. Saturday service is available from 9:10 am to 6:30 pm with headways every 60 minutes. There is no service on Sundays or major holidays at this time. The vanpool services are provided under a contractual arrangement with Enterprise Holdings.

YCAT operates a range of vehicles including Sedans, MiniVans, Cut-a-Ways, Medium and Heavy Duty Transit Buses. All buses and vans are owned by YCIPTA and were purchased with FTA funding.

ABOUT YUMA COUNTY

Yuma County has a colorful history, which lives on today in a fast-growing, vibrant community. In 1540, just 48 years after Columbus discovered the New World, 18 years after the conquest of Mexico by Cortez, and 67 years before the settlement of Jamestown, Hernando de Alarcon visited the site of what is now the current YCIPTA of Yuma. He was the first European to visit the area and to recognize the best natural crossing of the Colorado River. Much of Yuma County's later development occurred because of this strategic location.

From the 1850's through the 1870's, steamboats on the Colorado River transported passengers and goods to various mines, military outposts in the area, and served the ports of Yuma, Laguna, Castle Dome, Norton's Landing, Ehrenberg, Aubry, Ft. Mohave and Hardyville. During this time stagecoaches also carried the mail and passengers on bone-jarring rides through the area.

For many years, Yuma served as the gateway to the new western territory of California, which brought thousands from around the world in search of gold, or those who had it. In 1870, the Southern Pacific Railroad bridged the river. Yuma became a hub for the railroad and was selected as the county seat in 1864.

Yuma County is one of four original counties designated by the first Territorial Legislature. It maintained its original boundaries until 1983 when voters decided to split Yuma County into La Paz County in the north and a new "Yuma County" in the south.

The Ocean-to-Ocean Bridge (or Old Highway 80 Bridge) was the first vehicle bridge across the Colorado River. Prior to the construction of the bridge, cars were ferried across.

Yuma County is larger than the state of Connecticut. Much of Yuma County's 5,522 square miles is desert land accented by rugged mountains. Several river valley regions, however, contain an abundance of arable land which is irrigated with water from the Colorado River.

These valley areas have some of the most fertile soils in the world, having received silt and mineral deposits from Colorado and Gila River floods until the rivers were tamed by an intricate series of dams and canals.

Farming, cattle raising, tourism, and two military bases, US Marine Corp Air Station (MCAS) and US Army Yuma Proving Ground (YPG) are Yuma County's principal industries.

Some of the major attractions in Yuma County are the historical Territorial Prison, the Yuma Crossing Historic Park. Other great places to visit are the Kofa Mountain Range and Wildlife Refuge, and Martinez and Mittry Lakes.

Hunting is a popular sport, as the county offers a variety of different types of game. Major rivers in Yuma County are the Gila and the Colorado, the two most historic rivers in the Southwest.

The Marine Corps Air Station (MCAS), shares one of the longest runways in the country with the Yuma International Airport. Yuma has some of the cleanest skies and best flying weather in the United States.

Yuma County is bordered by California on the West and Mexico on the South. Living close to the Mexican border offers a great opportunity to experience multi-cultural and international business opportunities.

Arizona Western College (AWC) is located in Yuma County. This is a two-year community college, which offers higher education to full-time and part-time on-campus and off-campus students. AWC shares its campus with a satellite campus of Northern Arizona University (NAU), Arizona State University (ASU) and University of Arizona (UA), offering a variety of two year, four year and post graduate programs.

Yuma County has a year-round population of 195,751 residents. During the winter, the population increases by about 90,000 due to the sun-seeking Winter Visitors affectionately known as "Snowbirds".

PROPOSAL SUBMISSION

Two (2) original copies of the proposal and six (6) copies shall be submitted in sealed envelopes and received, not postmarked, no later than **4:00 P.M. Arizona Time, Friday, March 16, 2018**, at the YCIPTA administrative offices. Proposals not received by the time and date noted above will be returned unopened. No exception to the due date and time

will be made to accommodate proposals not received due to delays with mail delivery or courier services. Proposals shall be mailed or delivered to:

Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street, Yuma, AZ 85365

Proposals shall be marked: **“General Public Fixed-Route and Demand Response Services”**

PROPOSALS RECEIVED AFTER THE TIME STATED ABOVE WILL NOT BE ACCEPTED.

ESTIMATED TIME FRAME (Subject to change without notice)

Monday, January 8, 2018	Release date of RFP
Sunday, January 28, 2018	Fleet & Facility Review at 10:00 a.m.
Tuesday, January 30, 2018	Pre-Proposal Conference at 10:00 a.m.
Friday, February 9, 2018	Questions for RFP due to YCIPTA by 4:00 p.m., Arizona Time.
Friday, February 16, 2018	Responses to Questions posted at http://www.ycipta.org/procurement-opportunities.html
Friday, March 16, 2018	Proposals due no later than 4 P.M., Arizona Time. No Extensions will be Granted
Monday, March 19, 2018	Proposals distributed to review committee.
Week of March 26, 2018	Interviews with PROPOSERs, if required
Wednesday, April 4, 2018	Letters to firm selected and to firms not selected are placed in the US mail.
Monday, April 23, 2018	Item goes before YCIPTA Board of Directors requesting approval of the Proposer.
Sunday, July 1, 2018	PROPOSER begins service.

FLEET & FACILITY REVIEW

A Fleet & Facility Review will be held on Sunday, January 28, 2018 at 10:00 a.m. at 2715 East 14th Street, Yuma, AZ, for the purpose of receiving questions and comments regarding this RFP. Attendance at this meeting is mandatory YCIPTA has a diverse fleet operating in a demanding environment. This review will allow potential proposers access

to the operations and maintenance facility, YCIPTA shop equipment and YCIPTA fleet. Maintenance files and OEM vehicle manuals will be available.

Questions raised at the Fleet & Facility Review must be submitted in writing and responses will be posted online at www.ycipta.az.gov.

For those interested in riding the routes on Monday, January 29, 2018, bus passes will be available. Please make request for passes in advance.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Tuesday, January 30, 2018 at 10:00 a.m. at 2715 East 14th Street, Yuma, AZ, for the purpose of receiving questions and comments regarding this RFP as well as a facility tour to outline available space and equipment. Due to the nature of the services requested, attendance at this meeting by a representative designated by PROPOSER is mandatory.

Questions raised at the Pre-Proposal Conference must be submitted in writing and answers will be posted online at www.ycipta.az.gov.

QUESTIONS & COMMENTS

Any questions, requests for an interpretation or comments regarding the RFP must be submitted at the Pre-Proposal Conference or by mail or email to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, skreger@ycipta.az.gov no later than 5:00 p.m., Friday, February 9, 2018. **QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE.** A response to questions and comments will be posted online at <http://www.ycipta.org/procurement-opportunities.html> after receipt of said questions or request for an interpretation or comments by YCIPTA. PROPOSER shall rely only on written addenda provided by YCIPTA in submitting or revising proposals.

GENERAL TERMS AND CONDITIONS

RFP does not commit YCIPTA to award an Agreement, to pay any cost incurred in the preparation of the firm's RFP response or to procure an Agreement for services or supplies. YCIPTA reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Solicitation & Withdrawal: YCIPTA reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, YCIPTA makes no representations that any agreement will be awarded to any firm submitting a proposal.

Right of Rejection: YCIPTA reserves the right to reject any and all proposals submitted in response to this request and to reject any sub proposers specified in any proposal pursuant to this RFP.

Pre-Contract Expenses: YCIPTA shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected PROPOSER. PROPOSERS shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-agreement expenses are defined as expenses incurred by PROPOSER in:

- Preparing the proposal;
- Submitting proposal to YCIPTA;
- Negotiating with YCIPTA on any matter related to proposal, including attorneys' fees and costs; and
- Any other expenses incurred by PROPOSER prior to date of starting service.

Verbal Agreements: No prior, current or post award verbal agreement(s) with any officer, agent or employee of YCIPTA shall affect, modify or supersede any terms or modifications of this request for proposals or any written agreement or option resulting from this process.

Addenda: Any changes to the proposal requirements will be made by written addendum. All parts of the Request for Proposals, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered part of the Agreement between YCIPTA and selected PROPOSER, and shall be incorporated therein.

Irregularities: YCIPTA reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any PROPOSER or YCIPTA irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

Terms and Conditions: Submission of a proposal means that the PROPOSER hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

Award: The firms/entities chosen to provide transit operations and maintenance services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. Agreements for services will be awarded to firms on this list based upon the availability of staff and cost of services. YCIPTA reserves the right to award an Agreement/select a service provider without discussion based upon the initial proposals received, without interviews.

YCIPTA reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued.

Insurance: The PROPOSER is required to furnish evidence of insurance coverage including professional liability and workers' compensation, as described in the draft

Agreement. The form of the insurance policy is subject to approval by YCIPTA and must be provided by insurers to transact insurance business in Arizona with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2013 Edition, or the current version as of the service start date.

YCIPTA shall be furnished a copy of the policy and an endorsement that the "YCIPTA, and its member agencies, officers, officials, employees, consultants, and volunteers, are named as additional insureds" prior to PROPOSER commencing duties under this Agreement. Said policy of liability insurance shall state, "coverage thereunder as applied to YCIPTA, and its member agencies, officers, officials, employees, consultants, and volunteers, shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YCIPTA." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YCIPTA with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

Business License: A PROPOSER shall be required to obtain and maintain a current business license from the place of operation, as well as the City of San Luis and the City of Yuma.

Professional Licensing: The PROPOSER, and any sub proposers, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona, and shall provide evidence of such to YCIPTA with their proposal or prior to commencement of the work in such form as YCIPTA shall require.

Assignment/Subcontracting: The selected PROPOSER shall not assign or subcontract services or responsibilities without the prior written consent of YCIPTA. YCIPTA acknowledges that subcontracting can be in YCIPTA's best interest, but reserves the right of final approval.

Funding Stipulations: YCIPTA uses FTA funds allocated to YCIPTA. As such, the entire Agreement shall be subject to applicable rules and regulations of Federal, State and Local laws

Conflict of Interest: No employee, officer, or agent of YCIPTA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

Gratuities: YCIPTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements,

Federal Requirements: The agreement for which this RFP solicits proposals is subject to a financial assistance contract between YCIPTA and the United States of America

(hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "USDOT"), and FTA. The PROPOSER shall at all times comply with all applicable FTA regulations, policies, procedures and directives including without limitation those listed directly or by reference in the procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between YCIPTA and FTA, as amended, and are incorporated herein by this reference. The PROPOSER shall comply with these FTA requirements and as they may be amended or promulgated from time to time during the term of the Agreement. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA directives that would cause YCIPTA to be in violation of the FTA terms and conditions. The PROPOSER's failure to comply with FTA requirements and YCIPTA directives shall constitute a material breach of the Agreement.

ITEMS REQUIRED IN SUBMITTAL

The proposer shall submit two (2) originals and six (6) copies of the proposal with all of the information requested in this RFP and shall be limited to fifty (50) pages plus requested attachments. Proposals shall be submitted on 8 ½ by 11 inch paper in three-ring binders organized in the same order as presented below. The proposal shall include responses to all of the following items to be considered complete and responsive:

1. A cover letter shall be attached to each original and copy presenting a summary of the proposal, with contact information regarding the proposal.
2. Completed Price Proposal as shown in Exhibit A. Provide the name of the firm's contact person, address, telephone number, facsimile (FAX) number and electronic mail address.

If the Proposal is made by an individual, it shall be signed with his/her full name and his/her address shall be given; if it is made by a partnership, it shall state the partnership name and be signed by a member of the partnership, who shall also list the name and address of each member; and if it is made by a corporation, it shall be signed by two officers or by one officer with the corporate name attested by the corporate seal.

3. Completed Signature Page as shown in Exhibit B.
4. Completed Line Item Operating Budget in Exhibit C.
5. Completed Staffing Wages and Salaries in Exhibit D.
6. Completed forms included in Exhibit A (Scope of Work) of the sample Agreement, Appendix C.
7. A complete response to each item requested in the Proposer Questionnaire (Exhibit E).

SELECTION PROCESS

If an Agreement is awarded, it shall be to the most responsive and responsible proposer whose proposal complies with all the requirements prescribed and is scored highest by a review committee composed of individuals selected by YCIPTA at its sole discretion. Such award shall normally be made within thirty (30) days after opening of proposals.

If the most responsive and responsible proposer, as selected by the review committee, refuses or fails to execute the Agreement, YCIPTA may award the Agreement to the second most responsive and responsible proposer. Such award will normally be made within sixty (60) days after opening of proposals. If the second proposer refuses or fails to execute the Agreement, YCIPTA may award the Agreement to the third most responsive and responsible proposer. Such award will normally be made within seventy-five (75) days after the opening of proposals. The above time period may be changed by Agreement between YCIPTA and the proposer concerned.

YCIPTA reserves the right to reject all proposals at any time at its sole discretion.

Proposals will be reviewed by YCIPTA staff, in conjunction with the review committee. Interviews with selected proposers may be held. Notifications of acceptance or rejection by YCIPTA will be made in writing to all proposers.

The review committee shall score each proposal and shall make a recommendation to the YCIPTA Board of Directors based on the criteria set forth below. The YCIPTA Board of Directors shall make the ultimate selection of the PROPOSER. YCIPTA Board of Directors will make the award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented at the public hearing, and on the product of such individual investigation as Board Members may make prior to the final decision.

1. **General:** YCIPTA has published this Request for Proposals. It is the intent to award the Agreement to the PROPOSER that most closely meets the specific needs of YCIPTA, not solely on the basis of price.
2. **Best Value:** Proposals will be evaluated as “Best Value” per the FTA Best Practices Manual, defined as follows: “Best Value’ is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.”
3. **Minimum Experience Requirement:** In order to advance to the Initial Screening phase of the selection process, the PROPOSER, or its management team, shall have a minimum of five (5) years recent experience operating both fixed-route and demand responsive services equivalent to the level described in this RFP in an operating environment similar to the Yuma area.

4. **Initial Screening:** YCIPTA's Review Committee will make an initial evaluation of all proposals. Upon that initial evaluation, the Committee will rank the proposals received in general order of quality, and by how closely the proposals meet YCIPTA's needs. YCIPTA reserves the right to award Agreement to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the evaluation criteria and best satisfies YCIPTA's needs. YCIPTA also reserves the right to reject all proposals.
5. **Interviews, Inspections, Best and Final Offer (BAFO):** At YCIPTA's sole discretion, PROPOSERS may be required to attend an interview with the review committee. YCIPTA may choose, at its sole discretion, not to interview all PROPOSERS or conduct any interviews. At a minimum, the proposed Project/Site Manager must be in attendance at the interview and be an active participant in both the firm's presentation and the question and answer period. YCIPTA may ask all PROPOSERS or only those determined to be within the competitive range to submit a Best and Final Offer (BAFO). If this step is to be included, detailed instructions will be provided at the time of the request.
6. **Selection Criteria:** An initial screening of proposals for completeness, and to verify that minimum YCIPTA requirements are met will be undertaken, and YCIPTA will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed. YCIPTA may request additional information while reviewing proposals.

EVALUATION CRITERIA

YCIPTA is interested in cost effectiveness rather than low cost. Proposals will be evaluated using the criteria described in this section wherein price is one of several criteria that will be used to select the proposal that best meets YCIPTA's needs.

A review committee will evaluate proposals and determine which one, in its opinion, is the most qualified. The review committee may include, but not necessarily be limited to, YCIPTA staff, members of the YCIPTA Board of Directors, staff from outside public transit operators and other industry professionals. Members of this panel may participate in any interviews that may be conducted during the proposal evaluation process.

The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; and solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall recommend to the YCIPTA Board of Directors one proposal it believes to be in YCIPTA's best interest based on the evaluation criteria contain herein.

YCIPTA reserves the right to select a PROPOSER directly after review of the proposals or conduct interviews prior to the awarding of the Agreement.

YCIPTA reserves the right to accept the fees submitted in a proposal or to enter into competitive negotiations with two or more qualified PROPOSERS. If negotiations are conducted, all affected firms or individuals will be notified in writing when to submit their best and final offer.

Proposals that meet the minimum experience requirement described above will be evaluated based on the following criteria:

- Overall quality of proposal, including responsiveness and comprehensiveness.
5 POINTS
- Experience of proposing firm's on-site management staff with projects of comparable size and scope as well as a thorough understanding of the services to be provided to YCIPTA, and the background, safety and customer service philosophy and programs, commitment to providing quality transit services.
25 POINTS
- Adequacy and appropriateness of proposed staffing plan. Proposer's level of management, dispatch, road supervision, and maintenance support staffing adequate for effective operation of the YCIPTA's program of services, including ability to develop a well-established working relationship with YCIPTA.
15 POINTS
- Experience and ability of corporate support in supporting YCIPTA's fixed-route and demand response service.
5 POINTS
- Satisfactory reference checks of at least three services comparable to YCIPTA's operations (including if previously served as a Contractor to YCIPTA) to be conducted by a third party.
10 POINTS
- Cost ability to provide high quality services at a competitive price and the financial stability of the proposing firm.
20 POINTS
- Overall technical capability, including administration, fixed-route and demand response operations, scheduling and dispatching (including experience with computerized paratransit and maintenance software), safety, risk management, and training.
20 POINTS

PROTEST PROCEDURES

YCIPTA protest procedures are included in Exhibit F. Protests must be submitted in writing via mail or email to Shelly Kreger, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, , email: skreger@ycipta.az.gov. The protest procedures are summarized as follows:

Protests Prior to Proposal Opening: Any protest regarding the solicitation phase must be filed by 5:00 p.m., Arizona Time, on the fifth (5th) day prior to the proposal due date. Any protest filed after that date which raises issues regarding the solicitation will not be considered. The YCIPTA Transit Director will respond to these protests within twenty (20) days of receipt. This action completes the pre-opening administrative protest remedy at the YCIPTA level.

Protests After Proposal Opening/Announcement of Award: Protests regarding YCIPTA's proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via mail or email) within 48 hours after publication of the recommendation for award. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Pre-Award protests will be decided by the Transit Director, or his/her designee, within twenty (20) days of receipt of the protest by YCIPTA. This action completes the proposal opening/award announcement administrative protest remedy at the YCIPTA level.

Protests After Award of Contract: Any protest regarding the award of the contract must be filed no later than five (5) days after the date of the award. Any protest regarding the award of the contract filed after such date will not be considered. Post- Award protests will be decided by the Transit Director or his/her designee, within twenty (20) days of receipt of the protest, if any, by YCIPTA.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the YCIPTA level, an interested party may protest to the FTA regarding the award of an Agreement pursuant to a FTA grant. The deadline for submitting protests to FTA prior to proposal opening is 5:00 p.m. Arizona Time, Wednesday, March 14, 2018. The deadline for submitting protests to FTA after opening/announcement of award within five (5) business days of the date notice of YCIPTA's final decision.

Appeal to the FTA and/or ADOT: After all YCIPTA administrative remedies have been exhausted; a PROPOSER may file an appeal with the FTA and/or ADOT in accordance with FTA Circular 4220.1. FTA and/or ADOT will only entertain a protest that alleges the grantee failed to follow their protest procedures and which is filed in accordance with FTA Circular 4220.1.

All appeals to the FTA and/or ADOT must be submitted within five (5) working days after the date the protestor knew or should have known of the alleged YCIPTA violation.

A copy of such protests should also be sent to the YCIPTA Transit Director.

Third Party Agreement Requirements

1. **Audits and Inspections of Records:** Selected PROPOSER agrees that YCIPTA, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, PROPOSER agrees to maintain all required records for at least three (3) years after YCIPTA makes final payments, and all other matters pending between PROPOSER and YCIPTA are closed.

2. **Civil Rights Requirements:**

The following requirements apply to the underlying contract(s):

Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102, section 202 of the Americans with Disabilities ACT of 1990, 42 U.S.C. section 12132, and Federal transit law at U.S.C. section 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.

Equal Employment Opportunity –Race, Color, Creed, national Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, and federal transit laws at 49 U.S.C. section 5332, the PROPOSER agrees to comply with all applicable equal 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 CFR, Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity,” 42 U.S.C. section 2000e note), and with applicable Federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of this Project. The PROPOSER agrees to take affirmative action to ensure that applicants are employed, 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 the FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C section 623 and Federal transit law at 49 U.S.C. section 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.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the PROPOSER agrees to comply with any implementing requirements FTA may issue.

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 to identify the affected parties.

3. Fair Employment Practices: In connection with the performance of the work under Agreement, if the work is executed in the State of Arizona, PROPOSER shall certify compliance with the provisions of the State Fair Employment and Housing Act.
4. Interest of YCIPTA Personnel: By submitting a proposal, the PROPOSER represents and warrants that no Board Member, officer or employee of YCIPTA is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.
5. Disadvantaged Business Enterprise (DBE) Policy: YCIPTA receives financial assistance from the US Department of Transportation through the FTA. PROPOSERS are advised that, as required by federal law, ADOT has established a statewide overall DBE Program goal. ADOT DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, ADOT is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The PROPOSER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

PROPOSER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. PROPOSER shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as YCIPTA may deem appropriate.

6. Debarment and Suspension: Each PROPOSER must certify and submit documentation (such as a notarized affidavit) showing that neither the PROPOSER 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.
7. Drug Free Workplace: PROPOSER must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.
8. Restrictions on Lobbying: Each PROPOSER must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.
9. Interests of Members of, or Delegates to Congress: No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.
10. Laws to Be Observed: PROPOSER shall keep itself fully informed of all existing and future State and Federal laws, all municipal regulations of YCIPTA, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of Arizona, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as YCIPTA may deem appropriate.

11. Public Records Act: The Proposals received shall become the property of YCIPTA and are subject to public disclosure. Those parts of a Proposal which are defined by the PROPOSER as business or trade secrets and are reasonably marked "Trade Secrets", "Confidential" or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the Arizona Revised Statutes or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire Proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation. Until YCIPTA's review committee announces its recommendation, no Proposals will be made available for public inspection.

EXHIBIT A

PROPOSAL PRICING SHEET

(COMPLETE AND RETURN WITH PROPOSAL)

We, _____ (Company), declare that we have carefully examined this Request For Proposals and propose to furnish products and/or services in full accordance with the terms and conditions specified herein. We hereby offer to provide YCIPTA with the specified General Public Fixed-Route and Demand Response Services at the following Fixed Monthly Charge and Variable Charge per Revenue Hour as said terms are defined in the Draft Agreement for the Provision of General Public Fixed-Route and Demand Response Services:

\$ _____ Fixed Monthly Charge, and

\$ _____ per Revenue Hour

This Proposal shall be accompanied by a fully executed SIGNATURE PAGE (Exhibit B).

If the Proposal is made by an individual, it shall be signed with his/her full name and his/her address shall be given; if it is made by a partnership, it shall state the partnership name and be signed by a member of the partnership, who shall also list the name and address of each member; and if it is made by a corporation, it shall be signed by two officers or by one officer with the corporate name attested by the corporate seal.

EXHIBIT B

SIGNATURE PAGE

(COMPLETE AND RETURN WITH PROPOSAL)

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Date: _____

Firm Name: _____

Signed By: _____

Title: _____

Address: _____

Phone No. _____

Fax No. _____

Federal Tax ID No. _____

E-Mail Addresses: _____

EXHIBIT C - Exhibit C-1: Line Item Operating Budget

Exhibit C-2: Line Item Operating Budget Detail (continued)

Exhibit D Staffing
Exhibit D-1: Full Time Staffing

Exhibit D Staffing
Exhibit D-1: Part Time Staffing

EXHIBIT E

Proposer Questionnaire

The proposal submitted must respond to the following questions in the precise order as presented. Each response shall state the number of the question to which it is responding and be tabbed for easy reference. The request for information shall be repeated at the beginning of each response. Tabbed dividers shall clearly indicate the location of PROPOSER's responses to each information request. PROPOSER should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged. Where a tabular format for an answer is specified, the PROPOSER must provide a response for each column and row heading and may use the term "Not Applicable" where appropriate. The fixed-route system is budgeted to operate 37,000 revenue hours annually and the demand response system is budgeted for 4,000 hours annually.

1. Provide a profile of the PROPOSER including a brief description of the PROPOSER's size (nationally and locally), date of establishment, type of organization, and local organizational structure. Include a discussion of the firm's capabilities and resources.
2. Provide a narrative description, consisting of no more than five (5) pages, of your firm's background and experience in operating both fixed-route and demand responsive services similar to the YCIPTA operation in an environment similar to the Yuma area. Explain why your firm is best qualified to provide the services. For each system, list dates of service, annual revenue vehicle mileage, number and size of vehicles, amount of farebox revenue collected annually, whether or not the firm was responsible for emptying fare boxes and depositing funds, and the name and telephone number of responsible individuals who can verify service. Provide the system list in a tabular format.
3. In one (1) page or less, describe your firm's approach, capacity, and management philosophy towards transit system operations.
4. List and discuss any exceptions to the sample Agreement your firm is requesting.
5. Provide a complete narrative describing the background and experience of your Operations Manager, Maintenance Manager and Safety & Training Manager. Provide a resume that, at a minimum, includes a description of accomplishments, work experience and references (contact names, telephone numbers and email addresses required). The management team must meet the requirements spelled out in the sample Agreement.

EXHIBIT E – Proposer Questionnaire (continued)

6. Summarize the program the Proposer would implement to train new bus operators and retrain veteran bus operators, consistent with the requirements included in the Scope of Work of the sample Agreement. Included at a minimum should be an outline of the topics covered, the time which would be devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in regular service with a trainer, the amount of time devoted to training on ADA compliance and disability sensitivity and awareness, the amount of time devoted to customer relations training, and the amount of time spent training with each type of vehicle in the YCIPTA fleet. In addition to the above, a detailed description of the bus operator-training program may be submitted as an appendix to the Questionnaire submittal. Identify training personnel and their experience relevant to the requirements of the Scope of Work of the sample Agreement.
7. Provide a description of the formal Safety, Security and Risk Management plan that will be implemented to encourage safety in the operations and maintenance areas. Include a description of any bus operator training provided for medical emergencies.
8. Submit a detailed breakdown of the firm's safety record for terminals of similar size and operating environment to YCIPTA.
9. Provide a list of proposed performance monitoring measures and programs, including operations, maintenance (exterior and interior cleaning) and quality control. Include a description of the quality control program.
10. Provide a description of the plan for deployment of road supervisors. Describe any other functions that will be assigned to road supervisors.
11. Submit a description of practices used by employees in handling routine emergencies that occur in the course of operations.
12. Describe your firm's proposed reservations and dispatch plan for demand response service. Indicate staffing and provide sample forms used in other contract services your firm operates. Describe the relationship between these staff and those performing work in scheduling, dispatching, and telephone communications.
13. Provide a detailed description of the firm's plan to maintain vehicles and equipment used to provide YCIPTA services. The plan should include, but not be limited to, staffing approach, preventative maintenance schedules, Road Call process, and approach to heavy repair and body damage. Explain how maintenance will be scheduled so as to not interfere with delivery of daily scheduled transit service. Explain road call and vehicle change-out procedures.

EXHIBIT E – Proposer Questionnaire (continued)

14. Provide a detailed description of the firm's plan for interior and exterior cleaning. The description should include staffing approach, frequency of cleaning, equipment and materials to be used, time of day when daily cleaning and detailing would occur, time expected to be devoted to each coach for each type of cleaning and how these activities will occur so as not to interfere with scheduled service.
15. Provide a copy of your firm's specific employee work rules, and personnel policies to include, but not limited to sexual harassment, discrimination, violence in the workplace, ADA, LEP, discipline, employee evaluations, training and development of employees. This discussion should also include any incentive, motivational or awards program offered by the PROPOSER.
16. Provide a detailed transition plan. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth start-up of the service to be operated by the PROPOSER, including, if necessary, transition from the current operator. The plan should include, at a minimum, an overview of the start-up approach including an implementation schedule outlining the steps to be taken and timing up to the point of the beginning of the operation of the service. The plan should also document recruitment and training schedules, start-up plan, and acquisition of necessary equipment, permits, licenses and any other activities necessary to implement a successful transit service program. The plan should indicate how the firm proposes to ensure that, during the transition from the current contract to the new contract, transit service will be provided in a continuous, uninterrupted and apparently seamless manner and that the breadth of system knowledge among employees is no less than that which was provided prior to the beginning of the new contract. Describe how the proposer's knowledge of the intricacies of YCIPTA will be sufficient to ensure that YCIPTA transit staff will not need to educate the proposer's staff on such matters.
17. Describe how you intend to utilize the current contractor's bus operators, dispatchers, supervisors and other employees. Declare whether or not your firm would retain the employees of the prior contractor and any circumstances that would affect such retention. What consideration, if any, would be given to seniority among existing contractor's employees. Would you base their seniority date on the original hire date of Yuma Transit, LLC/Kay Transportation, LLC, First Transit, Transportation Concepts, National Express Transit or when firm begins?
18. Describe specific aspects of the CBA which Proposer intends to significantly change, through negotiations, if any. Please include any incentive, motivational, or awards programs Proposer intends to implement.
19. Describe how your proposed operation of YCIPTA's services would be organized. An organization chart shall be attached indicating all job classifications in the

EXHIBIT E – Proposer Questionnaire (continued)

organization and the number of employees (split between full-time and part-time) that would be used in each job classification. At a minimum, the chart and description should address the positions, or the equivalent, of Operations/Project Manager, Safety & Training Manager, Road Supervisor, Operations Supervisor/Dispatcher, Customer Service Specialist, Bus Operator, Maintenance Manager, Mechanic, Bus Stop Worker/Utility Worker. Provide a job description of the duties of each position.

20. For each job classification shown in the organization chart required above, list the proposed wage scale. PROPOSER shall certify in its response to this question that it will not lower the stated wage rates during the term of the Agreement either for employees of the existing contractor or for employees hired after the new Agreement becomes effective.
21. Describe the medical (including prescription coverage), dental and vision benefit packages to be provided to employees. Please ensure that the proposal takes into consideration the Affordable Care Act (ACA). Show the cost of these benefits. Provide the following information for each of the three types of benefits:
 - a. Name of plan
 - b. Description of plans key benefits
 - c. Cost to employees for plan for employee only and for employee plus dependents
 - d. Deductible to be paid by employee and/or co-pays required
 - e. Annual cost to proposer per employee to provide the benefit
 - f. Indicate if the benefit would be available to part-time employees and how the benefit and/or its cost to part-time employees would differ from that provided to full-time employees.
22. Describe PROPOSER's intended benefit plan including, but not limited to: retirement plan, vacation leave, personal leave, sick leave, holidays, and life insurance coverage. Describe how, if any, the proposed benefits tier for the existing staff would be different for new staff. Show the employee costs for each of the benefits.
23. How does the firm propose to compensate its employees for increases in the cost of living? Please provide a wage scale table for each position.
24. Describe your firm's proposed program to accommodate "no shows," absenteeism, vacation and turnover of employees. What assurance can you provide that sufficient employees will always be available to operate routes as required regardless of bus operator absenteeism?

EXHIBIT E – Proposer Questionnaire (continued)

25. Describe the proposed bus stop maintenance plan including, at a minimum, person-hours devoted to cleaning, installing and removing signs and infoposts. Describe the PROPOSER's investment in cleaning equipment and supplies.
26. Is there any recent, current or pending litigation involving transit services operated by your firm due to accidents that resulted in death or serious injury from operation of a public bus system? ("Recent" shall be defined as any judgment entered or settlement reached within the past five (5) years, which resulted in a dismissal of a lawsuit.) Answer "yes" or "no." if the answer is "yes," give details, including court and number of each case.
27. Are there any past, current or pending financial/legal issues which might jeopardize your firm's ability to provide services per the requirements of the attached agreement at the prices quoted by you for the five-year term? (Answer "yes" or "no." If the answer is "yes," give details.)
28. Provide financial statements (last year-end income statement and balance sheet and most current interim income statement) in the following descending order of preference:
- a. Statements audited by a certified public accountant (CPA) or government auditing agency of 10K Report.
 - b. CPA-reviewed statements.
29. State in the response if financial statements are provided separately from the questionnaire responses.
30. Has your firm applied for credit protection under any bankruptcy proceedings over the past five years? (Answer "yes" or "no." If the answer is "yes," give details.)
31. Has any public transit agency, since January 2008, terminated a contract with your firm prior to the contract's intended expiration date. Your response must state yes or no. If the answer is yes, the following information must be provided for each contract termination.
- a. 1. Transit operator name and address.
 - b. 2. Name and telephone number of contract administrator for said transit operator.
 - c. 3. Explanatory information.
32. Provide a list of at least three (3) references of transit systems that are comparable in size to YCIPTA, which would have no more than thirty-five (35) buses in their fleet. The reference should include the name of the transit system, the name,

EXHIBIT E – Proposer Questionnaire (continued)

telephone number, address and email address of the transit manager whom is **authorized** to provide an unbiased reference on the PROPOSER operations.

33. List and price any other items you propose to offer as an option.
34. List any service, program, resource, new or creative idea or proposal detail not mentioned earlier that would be of benefit to YCIPTA and would be available to YCIPTA at no additional charge.
35. Describe PROPOSERS approach to recruiting and developing maintenance technicians in the Yuma area where it may not be possible to find experienced transit technicians.
36. Describe PROPOSERS approach to maintenance parts inventory to support the YCIPTA fleet. Will the PROPOSER give preference to local vendors when possible? How will inventory levels be adjusted to support this location remote from major parts warehouses.
37. Request for exceptions to the proposed Agreement for consideration by YCIPTA. YCIPTA is not required to approve such request for exceptions.
38. It is possible that the turnover inspection of the YCIPTA fleet may reveal significant deferred maintenance. Please describe the PROPOSERS ability to supply additional maintenance resources to bring any deferred repairs current.
39. In the event the current contractor defaulted on the agreement for operations and maintenance describe the PROPOSERS ability, timing, and plan to take over services on an accelerated schedule.

###

EXHIBIT F



Yuma County Intergovernmental Public Transportation Authority

2715 East 14th Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076

Fax: 928-783-0309, email: info@ycipta.az.gov, Web: www.yciptaz.gov

BID PROTEST PROCEDURES

1. BACKGROUND

The following procedures have been developed to provide the sole remedy for supplier protests that cannot be informally resolved.

The procedures and time limits set forth in this document are mandatory and are the interested party's sole and exclusive remedy in the event of a protest. The interested parties' failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including, but not limited to, filing a claim or legal proceedings. An interested party may not rely on a protest submitted by another interested party, but must timely pursue its own protest.

2. PROTEST PROCEDURES

The procedures below apply to all YCIPTA procurements and conform to FTA Circular 4220.1.F. These procedures will be included or referenced in all solicitation documents for FTA funded projects. If they are referenced, the reference will include information on how a copy of the procedures may be acquired by any interested party. YCIPTA will disclose information regarding protests on FTA funded projects to the FTA upon receipt.

3. DEFINITIONS

The following definitions apply to these procedures:

"Days" means working days. (i.e., any day except Saturday, Sunday or YCIPTA holidays).

"Interested Party" is an actual or prospective offeror whose direct economic interest

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Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe, Hector Tapia - City of Somerton,

Shelly Kreger, Transit Director

would be affected by the award of a Contract or by the failure to award a Contract. (Interested parties do not include subcontractors or suppliers of an actual or prospective offeror).

“Protest” Is a written objection or complaint by an interested party to the terms, conditions or form a proposed procurement or the proposed or actual award of a contract.

“Protestor” is an interested party that has properly filed a timely protest.

“Timely Filed Protest” is a written document filed by a protestor that meets the requirements outlined in this procedure.

4. FILING AND PROCESSING OF PROTESTS

4.1 Protest Content and Submission

An interested part wishing to protest a matter involving a proposed procurement or contract award shall file with YCIPTA a written submission which must include at a minimum:

- Name, address and telephone number of the protestor;
- Protestor’s relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- Identification of the proposed procurement or contract;
- A complete statement of the basis of the protest, and all supporting documentation;
- A reference to the specific portion of the solicitation document which forms the basis for the protest.

All protests must be filed with:

Yuma County Intergovernmental Public Transportation Authority
Attn: Transit Director
2715 East 14th Street
Yuma, AZ 85365
Fax to: (928) 783-0309
Email to: skreger@ycipta.az.gov

4.2 Subject of the Protest, Timing and Process

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Shelly Kreger, Transit Director

Upon timely receipt of a protest, YCIPTA will notify the protestor and may, where appropriate, request additional information from the protestor. YCIPTA may, at its discretion will meet the protestor to review the matters raised in the protest.

Decisions on all protests will include a response in detail to each substantive issue included in the protest submitted. YCIPTA's decision shall be final unless a timely request for reconsideration is filed pursuant to these provisions.

YCIPTA reserves its rights to take any and all appropriate action, as solely determined by YCIPTA, regarding the solicitation and/or award of contract prior to resolution of, or upon or after the time of decision on any protest, including but not limited to rejection of all bids or responses.

- **Pre-Bid or Solicitation Protest - received prior to bid opening or proposal due date**

Any protest regarding the pre-bid or solicitation phase must be filed no later than five (5) days before the opening of the bids (if bid) or the due date for submittals or proposals (if RFQ/RFP) as applicable. Any protest filed after that date which raises issues regarding the solicitation will not be considered.

Pre-bid and solicitation protests will be decided by the Transit Director, or his/her designee, within twenty (20) days of YCIPTA's receipt of the protest.

- **Pre-Award Protest - protest against making an award - received after YCIPTA receipt of proposals or bids, but before award of a contract**

Any protest regarding the evaluation of bids, qualifications or proposals by YCIPTA must be filed with YCIPTA no later than five (5) days after the opening of bids (if bid) or 48 hours after publication of recommendation for award (if RFQ/P). Any protest filed after such date which raises issues regarding the evaluation will not be considered. Pre-Award protests will be decided by the Transit Director, or his/her designee, within twenty (20) days of receipt of the protest by YCIPTA.

- **Post- Award Protest - received after award of a contract**

Any protest regarding the award of the contract must be filed no later than five (5) days after the date of the award. Any protest regarding the award of the contract filed after such date will not be considered. Post- Award protests will be decided by the Transit Director or his/her designee, within twenty (20) days of receipt of the protest, if any, by YCIPTA.

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Shelly Kreger, Transit Director

5. REQUESTS FOR RECONSIDERATION

A protestor may request reconsideration of a protest decision only if the information becomes available that was not previously known, or could have reasonably become known, or there has been an error of law or regulation.

A request for reconsideration must be submitted in writing to YCIPTA within five (5) days of the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration and remedy requested. The Transit Director shall review the request for reconsideration and may determine that there is no basis for modifying the decision, or may refer the request for reconsideration to the YCIPTA Board of Directors, at the Transit Director's sole discretion.

6. APPEAL TO THE FTA

If the work or services to be procured under the Bid/Proposal is FTA funded, and all YCIPTA administrative remedies described above have been exhausted; a protestor may file an appeal with the FTA in accordance with FTA Circular 4220.1. FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and which is filed in accordance with FTA Circular 4220.1.F.

All appeals to the FTA must be submitted within five (5) working days after the date the protestor knew or should have known of the alleged YCIPTA violation.

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Shelly Kreger, Transit Director

Part II

Draft Agreement
for the Provision of
GENERAL PUBLIC FIXED-ROUTE
AND DEMAND RESPONSE
SERVICES

Terms of Agreement to be those deemed acceptable by the YCIPTA Legal Counsel and shall adhere as closely as possible to this draft Agreement. YCIPTA expressly reserves the right to alter or amend this draft agreement to the extent YCIPTA, in its sole opinion, deems appropriate.

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**AGREEMENT FOR THE PROVISION OF GENERAL PUBLIC FIXED-ROUTE
AND DEMAND RESPONSE SERVICES**

This Agreement for the Provision of General Public Fixed-Route and Demand Response Services (“Agreement”) is made and entered into as of _____ by and between the Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”), a political subdivision of the State of Arizona, and _____ (“CONTRACTOR”), a _____ corporation.

RECITALS

WHEREAS, YCIPTA conducted a “Best Value” competitive procurement process as prescribed in the Federal Transit Administration’s Third Party Contracting Guidance circular 4220.1.F. to select a CONTRACTOR to operate fixed-route and demand response services in Yuma County, known as Yuma County Area Transit (YCAT);

WHEREAS, the CONTRACTOR was selected by YCIPTA pursuant to this competitive process, and was awarded the contract by YCIPTA Board of Directors; and

WHEREAS, YCIPTA and the CONTRACTOR desire to enter into this Agreement to describe the Scope of Work to be provided by the CONTRACTOR and to set forth the terms and conditions that will govern the operation by the CONTRACTOR of the fixed-route and demand response services covered by this Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, YCIPTA and the CONTRACTOR hereby agree as follows:

SECTION 1 DEFINITIONS

A. Agreement: The term “Agreement” means this Agreement for the Provision of General Public Fixed-Route and Demand Response Services, including the following Appendices as attached, all of which are incorporated herein as part of this agreement: Appendix A, Scope of Work; Appendix B, Federal Clauses; Appendix C,

Required Forms; Appendix D, the Contractor's Best and Final Offer and Final Cost/Staffing Pages; and Appendix E, Liquidated Damages. In addition, The Request for Proposals (RFP) and the CONTRACTOR's proposal in response to the RFP are incorporated into the Agreement by reference as if fully set forth herein. Should conflicts exist among these documents, this Agreement and the Scope of Work attached hereto shall control over the RFP; the RFP and the Contractor's Best and Final Offer shall control over the Contractor's Proposal. This Agreement supersedes any other oral or written representation between YCIPTA and the Contractor.

- B. Appendix: The term "Appendix" shall refer to the specified appendix to this Agreement.
- C. YCIPTA Transit Director: The term "YCIPTA Transit Director" means YCIPTA Transit Director or his or her designee.
- D. Commencement Date: The term "Commencement Date" means the date the CONTRACTOR begins the operation of fixed-route and demand response services under this Agreement. The Commencement Date is currently scheduled to be July 1, 2018 at 12:01 a.m., unless YCIPTA modifies that date by written notice to the CONTRACTOR.
- E. Contract Term: The term "Contract Term" means the term of this Agreement, which is for three (3) years, with seven (7) one (1) year options available.
- F. CONTRACTOR: The term "CONTRACTOR" means _____.
- G. Consumer Price Index: The term "Consumer Price Index" means the average of the percent change in Consumer Price Index The Consumer Price Index (CPI) United States City Average, All Items Index for All Urban Consumers (CPI-U)
- H. Date of this Agreement: The term "Date of this Agreement" means the date this Agreement is executed by both parties.
- I. Days: The term "days" means calendar days, unless otherwise designated in this Agreement.

- J. Deadhead Time: The term “Deadhead Time” means the time during which a revenue vehicle is operating outside of the time period during which it is available to transport fare-paying passengers, such as movement between the Facility and the departure point of a scheduled route, and between the ending point of a scheduled route back to the Facility.
- K. Facility: The term “Facility” means YCIPTA’s Bus Facility at 2715 East 14th Street, Yuma, AZ 85365 or any other location designated by YCIPTA.
- L. Federal Transit Administration (FTA): The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation.
- M. Revenue Hour: The term “Revenue Hour” means the total time a revenue vehicle is available to transport passengers and excludes “Deadhead Time”.
1. Fixed-route: For the fixed-route service, a “Revenue Hour” begins at the first scheduled stop and ends at the last scheduled stop of the service day minus layover time (time at the end of each line) and other activities when the bus is not moving in excess of 15 minutes.
 2. Demand Responsive Service: Service shall be operated in an origin to destination type of service. This means that passengers shall be picked up or dropped off at their location at the curb or door based on the disability of the passenger in accordance with the Americans with Disabilities Act (ADA). The Contactor will be paid on a per hour basis, as specified in SECTION 5 COMPENSATION, for "Revenue Hours" operated pursuant to this Agreement. For compensation purposes, Revenue Hours are calculated from the time the first passenger is picked up to the time of the last passenger is dropped off. CONTRACTOR shall not be paid for the following, and such time shall be subtracted from the Revenue Hours: i) bus operator breaks; ii) lunch periods; and iii) idle vehicle time when the bus operator is off the vehicle more than thirty (30) minutes.
- N. Revenue Vehicle: The term “Revenue Vehicle” means any vehicle owned or leased by YCIPTA for the purpose of carrying passengers in revenue service and used by

the CONTRACTOR to provide fixed-route or demand response services under this Agreement.

- O. Revenue Service: The term “Revenue Service” means the operation of a revenue vehicle in transit service with the expectation of carrying fare-paying passengers. Deadhead Time is not included as “Revenue Service”.
- P. RFP: The term “RFP” means YCIPTA’s Request for Proposals dated Monday, January 8, 2018.
- Q. Vehicle Hour: The term “Vehicle Hour” means the total time a revenue vehicle is in operation, beginning on its departure from the Facility and ending on its return to the Facility. The term includes the time a vehicle is in revenue service as well as Deadhead Time, but does not include operation within the Facility, use during training, or the transporting of a spare vehicle to replace a vehicle that is out of service.

SECTION 2 SCOPE OF WORK

The CONTRACTOR shall operate fixed-route and demand response services described more particularly in the Scope of Work, Appendix A, and in accordance with this Agreement.

SECTION 3 PERFORMANCE REQUIREMENTS

- A. In General: The CONTRACTOR shall, at all times during the term of this Agreement, perform all services described in the Scope of Work diligently, carefully, and in a professional manner, and shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore (other than equipment and supplies provided by YCIPTA) as required under this Agreement. The CONTRACTOR shall conduct all work in the CONTRACTOR’s own name and as an independent CONTRACTOR (as provided in Section 31) and not in the name of, or as an agent for, YCIPTA.

- B. Compliance with Procurement Documents: The CONTRACTOR's performance of services shall be in accordance with this Agreement as defined in Section 1 of this Agreement.

SECTION 4 CONTRACT TERM

- A. Base Term: The term of this Agreement (the "Contract Term") shall be for three (3) years commencing July 1, 2018 and ending June 30, 2021 at 11:59 p.m.
- B. Options: YCIPTA, at its sole discretion, may require the Contractor to continue under the terms of this agreement for additional periods of one year each ending June 30, 2022, June 30, 2023, June 30, 2024, June 30, 2025, June 30, 2026, June 30, 2027 and June 30, 2028..

SECTION 5 COMPENSATION

- A. Base Compensation: Except as provided in subsection (b), the CONTRACTOR shall be compensated as follows:

\$ _____ for each revenue hour operated

\$ _____ each month as a fixed monthly charge

- B. Payments to CONTRACTOR: CONTRACTOR shall be paid monthly in arrears based upon the fixed monthly expense plus the variable hourly rate for all revenue service hours provided, unless otherwise mutually agreed upon in writing. Each monthly payment shall be based upon the actual number of in-service vehicle revenue hours for which the CONTRACTOR is billing in that month. If this Agreement is terminated before the expiration of the Contract Term, CONTRACTOR's total payment shall be computed pro-rata based on the number of vehicle hours operated. The amount of payment during each period shall be as set forth herein. In the event YCIPTA fails to make any payment in full, as provided below, in addition to whatever rights CONTRACTOR may have at law or in equity, CONTRACTOR has the right to declare Agreement terminated upon sixty (60) days written notice and to take such other steps as it may deem appropriate. CONTRACTOR agrees to cooperate fully with YCIPTA's efforts to obtain federal or state funds for, and maintain, a payment. YCIPTA agrees

to remit the payment to CONTRACTOR subject to the terms of Agreement. CONTRACTOR's cooperation shall include, but not be limited to, the provision of applicable service revenue and cost information, passenger counts, and other information needed to meet any regional, state, and federal requirement or herein required for planning and reporting purposes.

- C. Limit on Funding Availability: CONTRACTOR expressly agrees that any costs, expenses or amounts due under or in any way related to Agreement are solely to be paid from any funds obtained from the FTA or other entities providing a subsidy for these services, together with all monies collected through the farebox or other sales, and in no event, shall this Agreement obligate YCIPTA's general fund or other YCIPTA sources of money not allocated towards the operations and maintenance of YCAT.
- D. Farebox and Other Revenues: All fare and related transportation revenues are property of YCIPTA. CONTRACTOR shall collect all farebox receipts in sealed fare boxes, and deposit into a designated YCIPTA bank account. Deposit bags will be held in a YCIPTA provided safe for Loomis to pick up and deliver to YCIPTA bank. CONTRACTOR shall maintain all account records and reports as required herein and in Appendix A, Scope of Work. CONTRACTOR shall provide evidence satisfactory to YCIPTA that the fare and related transportation revenues collected by CONTRACTOR and reported to YCIPTA are the amounts actually collected. CONTRACTOR shall operate the fixed-route and demand response service during the term of Agreement pursuant to the fare structure established by YCIPTA. YCIPTA and other authorized agents may audit the cash handling procedures as well as fare revenue collected at any time, with or without advance notice to CONTRACTOR.
- E. Invoicing Procedures: Invoices are to be submitted to YCIPTA on a monthly basis and in the format specified by YCIPTA. Upon verification of the accuracy and completeness of the invoice by YCIPTA, the invoice shall be processed for payment to the CONTRACTOR. All invoices, upon completion of a monthly report shall be submitted to YCIPTA by the 10th day of the relevant month after the month that service

is provided and shall be processed by YCIPTA within thirty (30) working days after the date of submission.

F. Audits and Reviews: YCIPTA may at any time, at its sole discretion, conduct an audit of any and/or all records kept by the CONTRACTOR that are directly or indirectly related to the services provided under this Agreement. Any overpayment or underpayment discovered in such an audit may be charged or credited (as the case may be) against the CONTRACTOR's future payments. Appropriate financial adjustments to future payments shall be made by YCIPTA based upon any inconsistency, irregularity, discrepancy, under-billing or unsubstantiated billing revealed as a result of the audit. Prior to withholding payment or deducting amounts from future invoices, YCIPTA will give notice to the CONTRACTOR and provide the CONTRACTOR with an opportunity to state its position on the issue presented.

G. Adjustment to Base Compensation: The Base Compensation provided for in Subparagraph "A" herein for each revenue hour operated and for the fixed monthly charge shall be subject to adjustment one (1) year after the Agreement commencement date specified in Section 1.D and every year thereafter ("the adjustment date"). The Consumer Price Index (CPI) United States City Average, All Items Index for All Urban Consumers (CPI-U), shall be used to compute the adjustment. The Percentage Change published most immediately preceding the adjustment date for the twelve (12) month period prior to the adjustment date, less the relative importance of Motor Fuel, as shown in the table "Relative importance of components in the Consumer Price Indexes : US City Average" shall be used in determining the amount of the adjustment. The percentage by which the Base Compensation shall be increased is calculated utilizing the following formula:

$$\text{Percentage Increase to Base Compensation} = A \times (100.00\% - B)$$

Where:

A is said CPI U.S. City Average, All Items Indexes, All Urban Consumers, Percent Change for the twelve (12) month period prior to the Adjustment Date.

B is said relative importance of Motor Fuel as shown in most recent table

“Relative importance of components in the Consumer Price Indexes: U.S. City Average.”

In no case shall the Base Compensation be less than the Base Compensation set forth in subparagraph (A) herein. In no case shall the new Base Compensation exceed the preceding Base Compensation by more than five percent (5%).

If the Index is discontinued or revised during the term, such other government Index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

SECTION 6 NON-REGULAR SERVICES

A. General: YCIPTA may, in its sole discretion, require the CONTRACTOR to operate non-regular services that are in addition to the bus routes set forth in Exhibit A, YCAT current route map/schedule. Except in emergency circumstances, any such request will be made in writing, and will be made not less than ten (10) days in advance of the date the non-regular services will be provided. In an emergency situation YCIPTA shall give as much notice as possible and will work in good faith with CONTRACTOR to provide non-regular services.

B. Rates and Other Terms:

1. Compensation for non-regular services shall be in accordance with the actual revenue hours operated at the rate per revenue hour set forth in SECTION 5 COMPENSATION.
2. Except as otherwise expressly agreed in writing by YCIPTA and the CONTRACTOR, the terms and conditions of this Agreement shall apply to any non-regular services operated under this Section.
3. The Contractor and YCIPTA shall negotiate and agree upon the Contractor's work and rate and method of compensation prior to the implementation of any service labeled in the Scope of Work as a “Potential Future Responsibility” of the Contractor.

SECTION 7 RESPONSIBILITIES UNDER THIS AGREEMENT

A. Responsibilities of the CONTRACTOR:

1. The CONTRACTOR shall coordinate, manage, and control all activities necessary to carry out its responsibilities as set forth in Appendix A, Scope of Work.
2. The CONTRACTOR shall be responsible for the costs of all equipment and supplies necessary for the performance of services under this Agreement except as provided in Appendix A, Scope of Work.

B. Responsibilities of YCIPTA: YCIPTA shall be responsible for carrying out its obligations under this Agreement and as described in Appendix A, Scope of Work.

C. Administration of Agreement. The YCIPTA Transit Director shall administer this Agreement. CONTRACTOR shall take all direction regarding the administration of this Agreement from the YCIPTA Transit Director or designee.

SECTION 8 CONTRACTOR PERSONNEL

A. In General:

1. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all its employees as described in this Agreement or the Procurement Documents, or under any reasonable performance standard established by YCIPTA. The CONTRACTOR shall be solely responsible for payment of all its employees and/or subcontractors' wages and benefits. Without any additional expense to YCIPTA, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, unemployment insurance, social security, and disability laws, including but not limited to the Americans with Disabilities Act. The CONTRACTOR shall hold YCIPTA harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices, or of statutory, regulatory, or contractual obligations to employees.
2. CONTRACTOR acknowledges that any service delivery provider, individual or subcontractor assigned by or under contract to the CONTRACTOR to provide

services under this Agreement shall perform their duties so as to not unduly impair CONTRACTOR'S performance as required under this Agreement. By assigning a person, service delivery provider or subcontractor to work under this Agreement, CONTRACTOR agrees to be responsible for the behavior of that person, subcontractor or service delivery provider during contract performance.

CONTRACTOR agrees that YCIPTA has the right to require the removal of any CONTRACTOR employee, subcontractor or service delivery provider that YCIPTA, by reasonable cause, determines at its sole discretion to be negatively affecting performance of work under the Agreement. Upon receipt of written notice from YCIPTA that the behavior of an individual or service delivery provider under contract to the CONTRACTOR, is unduly impairing Agreement performance, CONTRACTOR agrees to remove that individual, service delivery provider or subcontractor from doing any further work under this Agreement. CONTRACTOR agrees that neither it nor any employee, subcontractor or service delivery provider is entitled to any additional compensation for costs incurred as a result of the removal required by YCIPTA. Any YCIPTA demand for removal will be made in writing to the CONTRACTOR and upon receipt by the CONTRACTOR shall take effect immediately as directed by the notice.

3. CONTRACTOR shall not discriminate on the grounds of race, color, national origin, religion, sex, sexual orientation, age, disability, ancestry or marital status as provided for in federal, state and local laws in the performance of its obligations under this Agreement.

- B. Operations Manager: CONTRACTOR shall designate an Operations Manager who shall oversee the proper operation of services under this Agreement and who shall remain in this position for at least 24 months, unless YCIPTA consents in writing. YCIPTA reserves the right, in its sole discretion, to reject any individual the CONTRACTOR proposes for the position. The Operations Manager's job responsibilities shall solely include providing services for YCIPTA under this Agreement and serve as an extension of YCIPTA's management team. In addition,

CONTRACTOR shall designate the Operations Manager as the CONTRACTOR agent authorized to bind the CONTRACTOR to performing all aspects of this Agreement, who shall be available at all times, either by phone or in person, to make decisions or provide coordination as necessary. The Operations Manager shall be responsible for monitoring all aspects of the service, including but not limited to, ridership, quality of service, fare collection, operations, maintenance and repairs, attitudes, motivation and employee performance. The Operations Manager shall work a minimum of eight (8) hours per day, 40 hours per week, at least five (5) days during transit service hours and reside in Imperial County, California or Yuma County, Arizona on a full time basis. The Operations Manager shall have a minimum of six (6) years of increasingly responsible management experience in transit agencies that employ twenty (20) or more full time equivalent bus operators in a union environment.

- C. Maintenance Manager: CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager. YCIPTA reserves the right, in its sole discretion, to reject any individual proposed. This individual may be the lead mechanic and shall be assigned to YCIPTA transit maintenance operations on a full-time basis. The Maintenance Manager shall also provide proactive resource management including but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR's maintenance duties and responsibilities. The Maintenance Manager shall have a minimum of six (6) years' experience as a Maintenance Manager managing the maintenance functions of a diesel bus shop similar in size and complexity to the services herein described. The Maintenance Manager shall also have a minimum of five years journeyman level experience with large gasoline, diesel bus engines, air conditioning systems, and wheelchair lifts. This experience shall include work on full sized (i.e., 35 foot or larger transit coaches). The Maintenance Manager shall have experience supervising the work of other Maintenance personnel and shall be a working mechanic in addition to their managerial duties.

- D. Safety & Training Manager: The CONTRACTOR shall designate a Safety & Training Manager who shall oversee the proper Safety & Training of service operation under this Agreement and who shall remain in this position for at least 24 months, unless YCIPTA consents in writing. YCIPTA reserves the right, in its sole discretion, to reject any individual proposed. The Safety & Training Manager's job responsibilities shall include oversight of all operations personnel, facilitating training for all operational related personnel, ensuring safety is being followed for all CONTRACTOR personnel, have the ability to train employees as a Transportation Safety Institute (TSI) trainer, Passenger Service and Safety (PASS) trainer and a third party tester with Arizona Department of Transportation Motor Vehicle Division (MVD) locally in Yuma. In addition, in the event that YCIPTA is the sponsor of a class at Arizona Western College to train interested parties to drive buses, then, as a result, the Safety & Training Manager shall be responsible for the implementation of this class in conjunction with YCIPTA and shall serve as the class instructor. The Safety & Training Manager shall have a minimum of six (6) years of operations, safety and training management experience in transit agencies that employ twenty (20) or more full time equivalent bus operators in a union environment.
- E. Maintenance Personnel: CONTRACTOR shall employ four (4) full time maintenance personnel to provide the services under this Agreement and in accordance with Appendix A, Section G(1)(d), and CONTRACTOR shall bill YCIPTA under a separate invoice for the fourth (4th) maintenance personnel. YCIPTA reserves the right to request additional maintenance personnel to be provided and paid for by CONTRACTOR on an as needed basis, billed in accordance with pay equivalent to other mechanics.
- F. Changes in Key Personnel: The CONTRACTOR shall not, without prior written notice to and consent by YCIPTA, remove or reassign the Operations Manager, Maintenance Manager, Safety & Training Manager or any key management personnel identified in its proposal, or appoint any new individual to those positions, whether in an acting or permanent capacity, at any time during the Contract Term; provided that the CONTRACTOR shall have the discretion, following written notice and explanation to

YCIPTA, to remove any such individual pursuant to the CONTRACTOR's established personnel policies.

- G. Requirement for Qualified Workforce: The CONTRACTOR shall provide and maintain throughout the term of this Agreement a sufficient number of properly qualified personnel to operate and maintain the revenue vehicles and other equipment and to provide the services required under this Agreement. The number, qualifications, and class, craft, or position of the personnel provided shall be in accordance with the information submitted by the CONTRACTOR in its proposal.
- H. Compliance With Drug and Alcohol Testing Policy: The CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of its employees in "safety-sensitive" positions, pursuant to the requirements of the FTA and/or the Arizona/California Highway Patrol. CONTRACTOR shall comply with 49 C.F.R. Part 655, and with other drug and alcohol testing rules and regulations as may be required by the FTA. The CONTRACTOR shall submit reports of drug and alcohol tests quarterly on an approved YCIPTA form. The CONTRACTOR shall make other information regarding its surveillance program available to YCIPTA upon request.
- I. Worker's Compensation: The CONTRACTOR hereby certifies that it is aware of the provisions of A.R.S. § 23-901 which require every employee to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees that it will comply with such provisions and submit satisfactory evidence to YCIPTA of such insurance or self-insurance before commencing the performance of work under this Agreement.
- J. Additional Personnel and Services: If service under this Agreement is increased, requiring changes in the number of revenue vehicles, number of revenue hours, number of routes, and/or service frequency, the CONTRACTOR must have available, or be able to acquire in a timely fashion, any additional personnel required for the provision of such additional service within 30 days of YCIPTA request.

K. Employees of Prior Contractor:

1. If CONTRACTOR was not the operator of YCIPTA's transit system immediately prior to the Commencement Date, the CONTRACTOR shall afford a priority in hiring to the existing employees of the prior YCIPTA service provider in accordance with this subsection.
2. The priority in hiring shall not require the hiring of any existing employee if YCIPTA or the CONTRACTOR determines that the employee is not qualified for the position (under the terms of the Agreement or under the CONTRACTOR's employment standards and personnel policies), or if YCIPTA or the CONTRACTOR determines that the employee should not be hired because of unsatisfactory past employment history (such as documented disciplinary actions, habitual absenteeism, etc.), or a prior felony conviction. The priority in hiring shall not extend to any individual who was dismissed from his or her employment for cause, and shall not extend to key management staff of the prior service provider.

L. Immigration Reform and Control Act of 1986: CONTRACTOR assumes full responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder in compliance with the Immigration Reform and Control Act of 1986 and rules and regulations promulgated in connection therewith (hereinafter "IRCA"). CONTRACTOR shall indemnify and hold YCIPTA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance with the provisions of IRCA.

M. Requirement Pursuant to 49 U.S.C. § 5333(b): Incidental to the special relationship that YCIPTA has had with contractors that have previously been under contract to YCIPTA to operate transit service, and its obligations to the Federal Government, the Special Warranty for the Small Urban and Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto applies to this agreement and is incorporated herein by reference.

SECTION 9 VEHICLES

YCIPTA shall provide sufficient revenue vehicles, including spares, for use by the CONTRACTOR in providing the services required under this Agreement, as described more particularly in the Scope of Work. CONTRACTOR shall not operate, lease or charter YCIPTA-provided vehicles, equipment or other assets used for Agreement for any purpose other than this Agreement, unless specifically authorized by YCIPTA in writing.

SECTION 10 VEHICLE WARRANTY REPAIRS

CONTRACTOR shall be responsible for the exercise and enforcement of all warranties relating to YCIPTA-provided equipment.

SECTION 11 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be responsible for the proper maintenance and repair of all materials and equipment used to provide services under this Agreement as described more particularly in the Scope of Work.

SECTION 12 INVENTORY

- A. General: YCIPTA and CONTRACTOR agree to prepare a joint written inventory of all YCIPTA and CONTRACTOR provided equipment and supplies. This inventory shall be conducted at the commencement and termination of Agreement. CONTRACTOR shall be responsible for returning the vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.
- B. Initial Inventory: YCIPTA shall provide the CONTRACTOR with an initial inventory of equipment and other property provided by YCIPTA to be used to provide services under this Agreement. The initial inventory may be added to, and the inventory list updated accordingly, during the Contract Term.
- C. CONTRACTOR Duty: The CONTRACTOR shall return to YCIPTA, at the expiration or earlier termination of this Agreement, property and equipment of equivalent type value (as of the date acquired) and condition as that identified in the updated initial inventory list, subject to normal wear and tear.

D. Final Inventory: YCIPTA shall conduct a final inventory during the last month of the Contract Term. If any property or equipment is determined, on the basis of a comparison of the updated initial inventory list to the final inventory list to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the CONTRACTOR shall be responsible for either replacing such property or equipment, or compensating YCIPTA for its replacement value. YCIPTA may deduct any amount due for the replacement of property or equipment from the final monthly payment due to the CONTRACTOR. If the amount due for replacement exceeds the amount of the final payment the CONTRACTOR shall pay YCIPTA that excess amount within 30 days after notification from YCIPTA.

SECTION 13 MAINTENANCE, OPERATIONS AND ADMINISTRATION FACILITY

The CONTRACTOR shall be deemed to have a revocable license to use the Facility during the Contract Term. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property. The CONTRACTOR shall use the Facility solely for the purposes of operating service under this Agreement. The CONTRACTOR's right to use the Facility may not be transferred or assigned. YCIPTA may allow other contractors the right to use the Facility.

YCIPTA, at its sole expense, shall be responsible for the repair and maintenance of structural (such as ceiling joists, framing, floor slab, load bearing components and similar items) portions of the Facility, except to the extent any such repairs or maintenance are required as a result of the negligence or willful misconduct of CONTRACTOR, in which event such maintenance and repairs shall be performed by CONTRACTOR at its sole expense. YCIPTA, at its sole expense, shall be responsible for security, as well as maintenance, repair and replacement of all the exterior and non-structural elements of the Facility and other improvements at the Facility, including the exterior walls, windows, roof, gutters, down spouts and the common areas, abutting sidewalks, driveways and asphalt and all general mechanical, plumbing, sprinkler, life safety, HVAC and electrical systems serving the Facility.

CONTRACTOR shall be responsible for janitorial maintenance of the Facility, including restroom supplies, pest control and general cleaning of all offices.

SECTION 14 COMPUTER AND TECHNOLOGY REQUIREMENTS.

A. Equipment Specifications: The CONTRACTOR shall be responsible for the proper care and handling of any YCIPTA provided computer equipment, as specified in the initial or any updated inventory list. In the event computers are desired beyond those supplied by YCIPTA, the CONTRACTOR shall obtain a PC compatible computer(s) with the minimum specifications set by YCIPTA.

B. Hardware:

1. YCIPTA shall provide all computers and telecommunications hardware as set forth in the Scope of Work.
2. CONTRACTOR will be provided access to a shared drive on the YCPITA server as necessary to back-up critical files including, but not limited to, all reports, statistics, and digitally recorded phone calls (“Critical Files”). CONTRACTOR shall utilize the shared drive to backup Critical Files. YCIPTA shall own these files during and at termination of the Agreement.
3. Software: YCIPTA shall provide all computer software as set forth in the Scope of Work.
4. Facsimile: YCIPTA shall provide and maintain an on-site operating facsimile machine.

SECTION 15 FARE COLLECTION

The fare structure for the fixed-route and demand response services shall be established by YCIPTA and may be modified by YCIPTA during the contract term. CONTRACTOR’s responsibilities for fare collection shall be as set forth in the Scope of Work.

SECTION 16 SERVICE CHANGES

Changes to the services provided under this Agreement may only be made pursuant to the process set forth in “Changes to Level of Service” section of the Scope of Work.

SECTION 17 OPERATION DURING A DECLARED EMERGENCY

In the event of a declared emergency by YCIPTA Board of Directors or YCIPTA Transit Director, the CONTRACTOR shall deploy vehicles in the manner described by YCIPTA Transit Director. YCIPTA shall compensate the CONTRACTOR during such period of declared emergency for services which significantly exceed the normal expense of operating service under this Agreement.

SECTION 18 MARKETING AND ADVERTISING

The CONTRACTOR shall cooperate in YCIPTA’s marketing and advertising as described more particularly in the Scope of Work. The CONTRACTOR may not use YCIPTA and/or YCAT name without YCIPTA’s prior written consent.

SECTION 19 PASSENGER COMPLAINTS

The CONTRACTOR shall electronically track and address all passenger complaints regarding operational or service deficiencies in accordance with the following:

- A. If the complaint relates to safety or serious operational deficiencies, the CONTRACTOR shall;
 - 1. Contact the person filing the complaint within 24 hours after it is filed; and
 - 2. Investigate the complaint and file a report to YCIPTA explaining the results of the investigation within three (3) days after the complaint is filed.
- B. If the complaint is of a less serious nature (not covered by subparagraph A) the CONTRACTOR shall contact the person filing the complaint, investigate the complaint, and file a report to YCIPTA within three (3) days after the complaint is investigated and filed.

- C. In all cases, the CONTRACTOR shall make (and document) at least three (3) attempts to contact the person filing the complaint.
- D. Any unresolved complaints shall be forwarded to YCIPTA for resolution.
- E. CONTRACTOR shall follow any other protocols established for customer complaints as defined by YCIPTA Customer Comment Policy.

SECTION 20 PROJECT OPERATION RECORDS AND REPORTS

- A. General: In order to document services under this Agreement and compliance with all contract requirements, the CONTRACTOR shall maintain all records as required by good business practices and as described more particularly in the Scope of Work. The records are designed to provide documentation of daily operations and will serve as a database to monitor and evaluate productivity of the services provided and the service requirements and methods.
- B. National Transit Database: All public transit services provided for YCIPTA (including fixed-route, demand response and special services) must be reported annually to the Federal Transit Administration in a completed National Transit Database (NTD) report. As part of the annual NTD reporting requirement, the CONTRACTOR shall compile the on-board data sampling to statistically compute valid passenger mile data in accordance with NTD procedures as defined by FTA. Details on NTD, including reporting and sampling is available here: <https://www.transit.dot.gov/ntd>
- C. Financial Records: The CONTRACTOR shall establish and maintain a separate account of all project expenditures and any other relevant financial records or documents, and shall maintain complete records reflecting all farebox receipts. The CONTRACTOR's financial records shall be kept on a strict accrual basis. All source documents shall be maintained for three (3) fiscal years following final payment and may be audited by YCIPTA or the FTA at any time within this period.

D. Disadvantaged Business Enterprise (DBE) Report: The CONTRACTOR shall prepare an annual DBE report to be submitted no later than 30 days after the end of each YCIPTA fiscal year. The report shall include;

1. A listing of all DBE firms used;
2. The type of procurement in which DBEs were involved; and
3. A percent (by dollar amount of purchases from DBE firms) as measured against all other purchases.
4. This obligation shall survive for a period of one year following the termination or expiration of the Agreement.

E. Equal Employment Opportunity (EEO) Affirmative Action Report: The CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. The CONTRACTOR shall, not later than 30 days after the end of each fiscal year, prepare and submit to YCIPTA an EEO report which consists of the following:

1. Workforce Analysis for each job category;
2. Job Group Analysis for each job category;
3. Hiring Analysis for each job category;
4. Promotional Analysis for each job category;
5. Termination Analysis for each job category;
6. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving underutilized minority groups; and will work with YCIPTA on the preparation of this analysis.
7. Availability Analysis that compares the current workforce against the available workforce and will work with YCIPTA on the preparation of this analysis.

8. This obligation shall survive for a period of one year following the termination or expiration of the Agreement.

F. Surveys: YCIPTA may elect to authorize representatives of other public agencies to inspect, audit and analyze the records of the CONTRACTOR in operating service under this Agreement or the CONTRACTOR's operation of any similar service. YCIPTA may, in its sole discretion, obtain additional documentation of service through the use of passenger surveys. These surveys may be administered by authorized representatives of YCIPTA or its designee. The CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to survey work, including the distribution of survey questionnaires or other actions necessary to obtain service related information.

SECTION 21 INSPECTION OF WORK

A. In General: All work (which term in this Section includes service performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by YCIPTA to the extent practicable at all times and places during the Contract Term and any extensions thereof. All inspections by YCIPTA shall be made in such manner as to not unduly delay the work. YCIPTA, or a third party designated by YCIPTA for this purpose, shall have the right to enter the premises used by the CONTRACTOR for the purpose of inspecting and auditing all data and records which pertain to the CONTRACTOR's performance under this Agreement. The CONTRACTOR shall make available for review all records, equipment or other items that may be requested by YCIPTA or its designated representative.

B. Re-performance: If any work performed is not in conformity with the requirements of this Agreement, YCIPTA shall have the right to require the CONTRACTOR to perform the work again in conformity with such requirements at no increase in the total contract amount. In the event the CONTRACTOR fails promptly to perform the work again, YCIPTA shall have the right, either by contract or otherwise, to have the work performed in conformity with such requirements and charge to the CONTRACTOR

any expenses incurred by YCIPTA that are directly related to the performance of such work, or terminate this Agreement for default as provided in Section 45. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, YCIPTA shall have the right to (1) require the CONTRACTOR to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of this Agreement, and (2) reduce the contract price by an amount YCIPTA, at its sole discretion, deems reasonable to reflect the reduced value of the work performed.

SECTION 22 PROJECT MANAGEMENT AND ASSESSMENTS

A. In General: The CONTRACTOR shall be held responsible for project management according to the operating procedures and standards in this Agreement and in the RFP. YCIPTA may, after consultation with the CONTRACTOR, establish additional rules which are reasonable for the operation of transit service.

B. Operating Performance Standards:

1. The CONTRACTOR shall operate vehicles with due regard for the safety, comfort, and convenience of passengers and the general public. Service shall be provided as scheduled or according to any adjusted schedule established by YCIPTA, including route modifications required as a result of a declared emergency. YCIPTA will provide the CONTRACTOR with notice of a schedule change at least 10 days in advance of its effective date for changes of more than three (3) trips or on more than one bus line; provided that less notice may be provided in the event of a declared emergency.
2. The CONTRACTOR shall maintain on-time performance, however, the CONTRACTOR shall not be held responsible for the failure to provide on-time service due to weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to YCIPTA.

C. Personnel Performance Standards:

1. The CONTRACTOR shall assure that regularly assigned vehicle operators or a trained back-up are available daily to ensure consistent and reliable service under this Agreement.
 2. All CONTRACTOR personnel are responsible for knowledge of the service provided under this Agreement. Personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service. Customer service training must include a focus on passenger relations. Personnel must also report all passenger complaints and/or operation problems to the Operations Manager. All passenger complaints shall be reported to YCIPTA within 24 hours after being received.
 3. Vehicle operators must accurately and completely submit the required operating reports each day.
 4. While in uniform (whether on-duty or off-duty), operators must be in conformance with the uniform requirements described in the Scope of Work.
 5. Personnel shall be able to speak English at all times and at least 50% of the employees must have bilingual skills to converse with Spanish speaking passengers.
- D. Liquidated Damages: YCIPTA shall have the right in its discretion to assess liquidated damages in accordance with Section 48 of this Agreement. The CONTRACTOR shall have the opportunity to contest any liquidated damages assessed, but this shall not affect the right of YCIPTA to invoice or deduct the amount of liquidated damages from the monthly amount due the CONTRACTOR while the matter is pending, and hold such amounts in a separate account until the matter is resolved.

SECTION 23 INSURANCE

- A. CONTRACTOR Insurance: Before the commencement of any services, the CONTRACTOR must provide YCIPTA with certificates of insurance and formal endorsements identifying this Agreement by number or name. All insurance policies required by this Agreement, except Workers' Compensation and Professional Liability

must name YCIPTA, and its member agencies, officers, officials, consultants, employees, and volunteers, as Additional Insured with endorsement. Any insurance carried by YCIPTA, and its employees, is excess coverage, and not contributory coverage to that provided by CONTRACTOR. All required policies shall contain a waiver of subrogation against YCIPTA, and its member agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of CONTRACTOR. All insurance policies are subject to approval by YCIPTA. Policy must include an endorsement providing that such insurance as is afforded under CONTRACTOR's policy is primary insurance as respects the additional insured and that any other insurance maintained by the additional insured is excess and noncontributing with the insurance required hereunder. CONTRACTOR must give YCIPTA thirty days written notice before canceling, terminating or altering any policy. CONTRACTOR's failure to furnish evidence of insurance may be considered a breach.

- B. The Certificate Holder must be named as follows: Yuma County Intergovernmental Public Transportation Authority and its member agencies.
- C. All certificates shall be sent to: Yuma County Intergovernmental Public Transportation Authority, 2715 East 14th Street, Yuma, AZ 85365 or skreger@ycipta.az.gov
- D. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG0001).
 - 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of Arizona (Arizona Revised Statutes - A.R.S. § 23-901) and Employer's Liability Insurance.
 - 4. Errors and Omissions Liability insurance appropriate to the contractor's profession.
- E. Minimum Limits of Insurance: CONTRACTOR shall maintain limits no less than:

1. Worker's Compensation: Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit.

CONTRACTOR shall require sub-consultants to provide Worker's Compensation and Employer's Liability with at least as much coverage as required of the CONTRACTOR in the previous paragraph.

2. Commercial/Business Automobile Liability: With a combined single limit for bodily injury and property damages of not less than \$5 million for each occurrence on all vehicles CONTRACTOR uses, whether owned or leased, in the performance of the work or services under this Agreement.

3. Commercial General Liability: Insurance with an unimpaired limit of not less than \$1 million for each occurrence with a \$5 million General Aggregate Limit. The policy must be primary *and the coverage shall not exclude Explosion, Collapse and Underground (X, C, U)*. CONTRACTOR must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED HEREIN SHALL BE AN ISO FORM B (CG 20 10 1001 AND CG 20 37 10 01), OR EQUIVALENT. The insurance policy shall not exclude:

- bodily injury
- property damage
- pollution liability
- Employee Dishonesty

4. CONTRACTOR shall carry Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$5 million per occurrence combined limit bodily

injury and property damage, and applies in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.

5. In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion of this Agreement as evidenced by annual Certificates of Insurance.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions shall be declared to and approved by YCIPTA, and either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as it pertains to YCIPTA, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to YCIPTA that guarantees payment of losses and related investigations, claim administration and defense expenses.
- G. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise agreed upon by YCIPTA via prior, written approval.
- H. Verification of Coverage: CONTRACTOR shall furnish YCIPTA with the original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCIPTA or on other than YCIPTA's forms provided those endorsements conform to YCIPTA requirements. All certificates and endorsements are to be received and approved by YCIPTA before work commences. YCIPTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.
- I. Indemnification: CONTRACTOR shall indemnify, defend (with counsel reasonable to YCIPTA), and hold harmless YCIPTA, and its member agencies, officers, officials,

agents, employees and volunteers, from and against any and all claims, damages, losses and expenses including attorneys' fees and costs, including expert witness fees and other expenses of litigation, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of YCIPTA.

J. Other Insurance Provisions:

1. Each insurance policy required shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCIPTA.
2. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Workers' Compensation Coverages placed with the State Compensation Insurance Fund are acceptable.
3. YCIPTA, its member agencies, officers, officials, consultants, employees and volunteers are to be covered as insureds in respect to: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
4. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance in respect to YCIPTA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by YCIPTA, its officers, officials, employees or volunteers shall be excess to the Contractor's insurance and shall not contribute with it.
5. Each insurance policy required by this clause shall be endorsed to require that coverage shall not be canceled by either party, except after thirty (30) days' prior, written notice by certified mail, return receipt requested, has been given to YCIPTA.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under the Arizona Revised Statutes.
7. CONTRACTOR shall furnish YCIPTA with original certificate and endorsements effecting the coverages required hereunder. All certificates and endorsements are required to be received and approved by YCIPTA before work commences. All insurance documents are to be sent to:

Yuma County Intergovernmental Public Transportation Authority
Attn: Transit Director
2715 East 14th Street
Yuma, AZ 85365
Email: skreger@ycipta.az.gov

YCIPTA reserves the right to require at any time during the life of this Agreement complete, certified copy of all required insurance policies, including endorsements effecting coverage required by these specifications.

SECTION 24 CERTIFICATION REGARDING LOBBYING

The CONTRACTOR has provided YCIPTA with a certification regarding lobbying as required by 31 U.S.C. 1352 and 49 C.F.R. Part 19, Appendix A.

SECTION 25 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of YCIPTA that Disadvantaged Business Enterprises (DBEs), as defined in 49 C.F.R. Part 23, shall have the maximum feasible opportunity to participate in the performance of contracts and subcontracts financed under this Agreement. The CONTRACTOR is encouraged to use DBEs to the maximum extent feasible in the performance of contracts and subcontracts for the services provided under this Agreement.

SECTION 26 COMPLIANCE WITH LAWS AND PERMITS

- A. In General: The CONTRACTOR shall give all notices and comply with all existing and future federal, state, and local laws, ordinances, rules, regulations, and orders of any

public authority relating to the performance of this Agreement, including but not limited to, the laws referred to in this Agreement and in the other Procurement Documents. If these Agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the CONTRACTOR shall furnish to YCIPTA certificates of compliance with all such laws, orders and regulations.

- B. Federal Clauses: Certain specific Federal requirements that may be applicable to the CONTRACTOR and to the services provided under this Agreement are set forth in the Federal Clauses, Appendix B.

SECTION 27 NO FEDERAL GOVERNMENT OBLIGATIONS

The Federal Government shall not be subject to any obligations or liabilities to the CONTRACTOR or any other person other than YCIPTA in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation or contract, the Federal Government has no obligations or liabilities to any party, including the CONTRACTOR.

SECTION 28 DISPUTES

- A. In General: Any dispute between the CONTRACTOR and YCIPTA relating to the implementation or administration of this Agreement shall be subject to resolution in accordance with this Section.
- B. Decision Process: The parties shall first attempt to resolve the dispute informally in meetings or communications between the CONTRACTOR and the Transit Director. If the dispute remains unresolved 15 days after it first arises, the CONTRACTOR may request that the Board of Directors hear the dispute and issue a recommended decision on the matter in dispute. The Board of Directors action shall be the final resolution of the dispute between YCIPTA and CONTRACTOR. In connection with any such review, the CONTRACTOR and YCIPTA Transit Director shall be afforded an opportunity to be heard and to offer evidence on the issues presented.

- C. Continuing Duty: Pending final resolution of a dispute under this Section, the CONTRACTOR shall proceed diligently with performance in accordance with this Agreement and the recommended decision of YCIPTA Transit Director.
- D. Attorneys' Fees: If any action at law or in equity is brought on account of any breach of Agreement, or to enforce or interpret Agreement or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys' fees and costs of suit, the amount of which shall be fixed by the Court and made a part of any judgment rendered.

SECTION 29 ASSIGNMENT

- A. CONTRACTOR: YCIPTA has awarded this Agreement in reliance on the particular expertise, skills, experience, and ability of the CONTRACTOR. The CONTRACTOR may not assign this Agreement (or any portion thereof), nor shall the CONTRACTOR transfer its interests, rights, duties, or responsibilities under this Agreement, unless YCIPTA in its sole discretion grants prior written approval thereto. This requirement for approval extends to any merger or consolidation involving the CONTRACTOR which would cause its responsibilities under this Agreement to be assumed by or transferred to a new, different, or restructured entity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 30.
- B. YCIPTA: YCIPTA reserves the right to assign its responsibilities under Agreement to any existing or future governmental entity for the provision of public transportation services. Such assignment shall constitute a complete novation of the Agreement, and receipt by CONTRACTOR from YCIPTA of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute complete accord and satisfaction between YCIPTA and CONTRACTOR.

SECTION 30 SUBCONTRACTING

CONTRACTOR shall not enter into any subcontract for any portion of the work required hereunder without the prior review and written approval of YCIPTA. In any such case in which the CONTRACTOR desires to enter into such a subcontract, it shall provide YCIPTA with all proposed subcontracting agreements and documents, including scope

of work and terms of compensation. The CONTRACTOR shall be fully responsible for all work performed by any subcontractor.

Further, the entering into of a subcontract shall not, under any circumstances, relieve the CONTRACTOR of its obligations, responsibilities, and liabilities under this Agreement. All transactions and communications with YCIPTA regarding the performance of this Agreement must be through the CONTRACTOR. Any approval of a subcontract shall not be construed as making YCIPTA a party to such subcontract, giving the subcontractor privity of contract with YCIPTA, or subjecting YCIPTA to liability of any kind to any subcontractor.

SECTION 31 INDEPENDENT CONTRACTOR

Under the terms of this Agreement, the CONTRACTOR is an independent CONTRACTOR and has and retains full control and supervision of the services it performs and also has full control over the employment and direct compensation and discharge of all persons, other than YCIPTA representatives, assisting in the performance of its services. The CONTRACTOR agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees (including the negotiation of labor agreements, if applicable), and for compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of this Agreement. The CONTRACTOR agrees to comply fully with the worker's compensation laws of the State of Arizona regarding its employees, and to indemnify and hold harmless YCIPTA from any failure to comply with such laws.

SECTION 32 CONFLICTS OF INTEREST

A. Individual Conflicts: No YCIPTA Board Member nor member of the staff of YCIPTA shall participate in the award or administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict shall be determined in accordance with the Conflict of Interest Code adopted by YCIPTA Board of Directors and applicable federal and state laws and regulations.

- B. Pecuniary Interests: YCIPTA Board Members and staff shall neither solicit, demand, nor accept from any person anything of a pecuniary value for or because of any action taken or to be taken in the performance of their duties.
- C. Organizational Conflict of Interest: Prior to entering into this Agreement, the CONTRACTOR was required to inform YCIPTA of any real or apparent organizational conflict of interest. Such organizational conflicts of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the CONTRACTOR, or may affect the CONTRACTOR's objectivity in performing the services provided under this Agreement. The CONTRACTOR shall promptly inform YCIPTA if any such organizational conflict of interest arises during the term of this Agreement.

SECTION 33 DEBARMENT/SUSPENSION STATUS

The CONTRACTOR has provided YCIPTA with a certification addressing its debarment and suspension status and that of its principals. During the term of this Agreement, the CONTRACTOR shall inform YCIPTA, in writing, of any change in the suspension or debarment status of the CONTRACTOR or its principals within ten days after such change occurs.

SECTION 34 FORCE MAJEURE

The CONTRACTOR shall not be liable for any failure to perform if acceptable evidence has been submitted to YCIPTA that failure to perform this Agreement was due to causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include acts of God, or of the public enemy, civil disturbances, fire, war, or floods, but do not include labor related incidents, such as strikes or work stoppages.

SECTION 35 REPLACEMENT SERVICES

- A. General Authority: In the event that the CONTRACTOR is unable, due to a strike, work stoppage, bankruptcy or other financial distress, or other event not caused by YCIPTA and not covered by Section 38 to provide services in full compliance with the

requirements of this Agreement, then YCIPTA may (in lieu of finding the CONTRACTOR in default) obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”). YCIPTA may utilize such replacement services as a substitute for all or any part of the CONTRACTOR’s services, and may maintain such replacement services in effect until either:

1. The CONTRACTOR is able to resume performance in full compliance with this Agreement; or
2. YCIPTA procures a permanent replacement contractor prior to implementing replacement services. YCIPTA shall notify the CONTRACTOR in writing and provide the CONTRACTOR three (3) days in which to cure its noncompliance.

B. Liability: If YCIPTA utilizes replacement services under this Section, the CONTRACTOR shall be liable to YCIPTA for the actual amount by which the cost of such services exceeds the amount that would have been payable under this Agreement for comparable services, including any expenses (including internal administrative costs) incurred by YCIPTA in soliciting and obtaining those services. During the period in which any replacement services are provided, the only compensation payable to the CONTRACTOR shall be for any hours of service the CONTRACTOR actually provides.

C. Savings Clause: Any action taken by YCIPTA pursuant to this Section in response to the CONTRACTOR’s failure to perform shall not preclude YCIPTA from subsequently finding the CONTRACTOR in default of this Agreement for the same or any related failure to perform.

D. Contingency Staffing Plan: If required by YCIPTA, the CONTRACTOR shall develop and provide to YCIPTA (through briefings or other appropriate means) a Contingency Plan to assure the continued and uninterrupted operation of services under this Agreement in the event of any strike or work stoppage engaged in by the CONTRACTOR’s employees. The Contingency Plan shall set forth all steps to be taken by the CONTRACTOR to assure compliance with the requirements set forth in

this Section, including plans for solicitation of replacement workers, hiring and training of workers, use of subcontractors, and reliance upon CONTRACTOR management staff and personnel from other operations.

SECTION 36 LICENSING, PERMITS, AND TAXES

The CONTRACTOR shall be appropriately licensed for the services to be performed under this Agreement. The cost for any required licenses or permits shall be the responsibility of the CONTRACTOR, other than the licensing fees for the revenue vehicles paid by YCIPTA. The CONTRACTOR is liable for all taxes due as a result of performance of services under this Agreement.

SECTION 37 AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR agrees that YCIPTA, any Member Agency of YCIPTA, YMPO, Arizona Department of Transportation (ADOT), California Department of Transportation (Caltrans), the Comptroller General of the United States, and the Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of this Agreement. Further, the CONTRACTOR agrees to maintain all required records for at least three (3) years after YCIPTA has made final payment and all other pending matters related to this Agreement or the services provided hereunder are resolved.

SECTION 38 WAIVER OF TERMS AND CONDITIONS

The failure of YCIPTA or the CONTRACTOR to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by YCIPTA of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SECTION 39 CANCELLATION OF AGREEMENT

- A. In any of the following cases, YCIPTA shall have the right to cancel this Agreement immediately upon notice to the CONTRACTOR and without expense to YCIPTA.
1. The CONTRACTOR is guilty of misrepresentation; or
 2. This Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or
 3. This Agreement conflicts with any statutory or constitutional provision of the State of Arizona or the United States.
- B. This Section shall not be construed to limit YCIPTA's right to terminate this Agreement for convenience or default, as provided in Sections 43 and 45 respectively.

SECTION 40 CLAIMS FOR DAMAGES

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

SECTION 41 REMEDIES

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA 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 YCIPTA is located.

The duties and obligations imposed by YCIPTA 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 YCIPTA, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement.

SECTION 42 TERMINATION FOR CONVENIENCE

A. General:

1. The performance of work under this Agreement may be terminated by YCIPTA in accordance with this Section in whole, or from time to time in part, whenever YCIPTA Board of Directors determines, upon recommendation of YCIPTA Transit Director, that such termination is in the best interest of YCIPTA. Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective.
2. Under no circumstances shall the CONTRACTOR be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this Section or for any other termination by YCIPTA. The payment to the CONTRACTOR determined in accordance with this Section shall constitute the exclusive remedy of the CONTRACTOR for a termination hereunder.

B. Actions upon Notice: Upon receipt of a notice of termination, and except as otherwise directed by YCIPTA Transit Director, the CONTRACTOR shall:

1. Stop work under this Agreement on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to YCIPTA in the manner, at the times, and to the extent directed by YCIPTA Transit Director, all of the rights, title and interest of the CONTRACTOR under the orders and subcontracts so terminated;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of YCIPTA, to the extent YCIPTA Transit Director may require, which approval or ratification shall be final for all the purposes of this Section;
6. Transfer title to YCIPTA and deliver in the manner, at the times, and to the extent, if any, directed by YCIPTA Transit Director, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property which, if this Agreement had been completed, would have been required to be furnished to YCIPTA;
7. Complete any such part of the work as shall not have been terminated by the notice of termination; and
8. Take such action as may be necessary, or as YCIPTA Transit Director may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the CONTRACTOR and in which YCIPTA has or may acquire an interest.

Payments by YCIPTA to the CONTRACTOR shall be made up to 60 days after the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the CONTRACTOR under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

SECTION 43 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Sections 44 and 46.

SECTION 44 TERMINATION FOR DEFAULT

- A. In General: Subject to the provisions of Subsection C of this Section, YCIPTA may terminate the whole or any part of this Agreement in any one of the following circumstances:
1. If the CONTRACTOR fails to provide the services in the manner required by this Agreement;
 2. If the CONTRACTOR fails to perform any of the provisions of this Agreement in accordance with its terms;
 3. If the CONTRACTOR fails to make progress in the prosecution of the work under this Agreement so as to endanger such performance; or
 4. If the CONTRACTOR files for bankruptcy, becomes insolvent, or is unable or otherwise fails to pay or otherwise satisfy, in the ordinary course of business, its financial obligations to its suppliers, subcontractors, or employees.
- B. Re-procurement: In the event that YCIPTA terminates this Agreement in whole or in part as provided in Subsection A of this Section, YCIPTA may procure, upon such terms, and in such manner as YCIPTA Transit Director may deem appropriate, supplies or services similar to those so terminated. The CONTRACTOR shall be liable to YCIPTA for costs associated with the termination of this Agreement, the procurement of replacement services by YCIPTA, any excess costs of such similar supplies or services, and any increase in the total contract cost as a result of the re-procurement of services from the date of termination to the expiration date of this Agreement. The CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the CONTRACTOR and YCIPTA are subject to resolution pursuant to Section 32 of this Agreement.
- C. Notice: If YCIPTA determines that an event of default under this Section has occurred, it shall immediately notify the CONTRACTOR in writing and provide the CONTRACTOR with ten (10) days in which to cure such default. If the CONTRACTOR

fails to cure within such time period, YCIPTA may declare the CONTRACTOR to be in default and terminate this Agreement in whole or in part.

- D. Claims: Except as otherwise provided, settlement of claims by the CONTRACTOR under this Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.
- E. Transition to Future Contractor: For up to sixty (60) days prior to the effective date of the expiration or termination of this Agreement for any reason, CONTRACTOR shall provide to either YCIPTA or to any future CONTRACTOR(s) selected by YCIPTA, CONTRACTOR's full cooperation in the transition to the successor CONTRACTOR(s). This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wage and benefits by employee category), access to non-confidential personnel and maintenance files, sharing of Facility space and ability to talk to personnel. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to new CONTRACTOR's(s') services, and shall cooperate fully with YCIPTA and the new CONTRACTOR(s) to this end.

SECTION 45 AVAILABILITY OF FUNDS

The obligations of YCIPTA under this Agreement are subject to the availability of public funds and vehicles in its current and subsequent year budgets adequate to carry out the provisions of this Agreement in full.

SECTION 46 SEVERABILITY

In the event any provision of this Agreement is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of this Agreement will be and is deemed to be separate and severable from each other provision.

SECTION 47 INTERPRETATION, JURISDICTION AND VENUE

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Arizona. CONTRACTOR hereby consents and

agrees that any controversy, dispute or litigation arising out of, and/or in any way connected to, this Agreement shall be brought or commenced only in a court of proper jurisdiction in Yuma County, Arizona, and shall be exclusively vested in the state courts of Yuma County.

SECTION 48 SERVICE QUALITY STANDARDS FINANCIAL INCENTIVE PROGRAM

YCIPTA provides for financial incentives to the CONTRACTOR in the event that certain administrative and operational goals are met. Additionally, because damages are difficult to measure, the parties agree that YCIPTA may assess liquidated damages in the amounts set forth in Appendix E to compensate and make YCIPTA whole in the event that the CONTRACTOR fails to meet YCIPTA's expectations. Liquidated damages are determined contractually. In the event YCIPTA assesses such liquidated damages, YCIPTA shall notify CONTRACTOR of such assessment within thirty (30) days of the event giving rise to such assessment and provide the CONTRACTOR with a specific description of the reason for assessment of each liquidated damage. Failure by YCIPTA to provide such notice within such time period shall constitute a waiver of YCIPTA's rights to assess such amount for that particular incident only. However, it in no way waives YCIPTA's right to assess liquidated damages for future events. YCIPTA shall deduct liquidated damages from CONTRACTOR's monthly invoice. If performance incentives are provided, YCIPTA shall advise CONTRACTOR that an incentive is provided. YCIPTA will not assess performance incentives or penalties for the first 90 days of this Agreement. During the initial 30 days of service under this Agreement, the CONTRACTOR and YCIPTA shall meet to discuss each party's areas of concern relative to this FINANCIAL INCENTIVE PROGRAM and to clarify YCIPTA's objectives in the Program's implementation. YCIPTA and the CONTRACTOR will meet monthly to discuss incentives provided and liquidated damages assessed for the previous month of operation. During this meeting YCIPTA will identify improvements necessary for the CONTRACTOR to avoid liquidated damages and achieve incentive payments.

SECTION 49 NOTICES AND OFFICIAL RECEIPT

Official notices or communications relating to this Agreement shall be in writing and shall be emailed, faxed or sent to the following individuals at the following addresses:

For YCIPTA: Shelly Kreger, Transit Director
Yuma County Intergovernmental Public Transportation Authority
2715 East 14th Street, Yuma, Arizona, 85365
928.539.7076, ext 101 office
928.783.0309 fax
Email: skreger@ycipta.az.gov

For CONTRACTOR: _____

SIGNATURES ON FOLLOWING PAGE

SECTION 50 SIGNATURES

IN WITNESS WHEREOF, this Agreement has been executed by YCIPTA and the CONTRACTOR through their duly authorized representatives as of the _____ day of _____, 2018.

CONTRACTOR

**YUMA COUNTY
INTERGOVERNMENTAL
PUBLIC TRANSPORTATION
AUTHORITY**

By:

By: Shelly Kreger
Transit Director

ATTEST:

By: Carol Perez
Management Analyst

APPROVED AS TO FORM:

By: Minda M. Davy, Esq.
Legal Counsel

APPENDIX A
Scope Of Work

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A. General

1. Schedules/Response Times shall be as defined in this Section: CONTRACTOR shall provide an annual total of approximately 37,000 fixed-route, and 4,000 demand response vehicle revenue hours. CONTRACTOR shall provide sufficient supervisory and dispatching personnel to adequately handle both services.
2. Passenger Fares: The fare schedule shall be as set forth by YCIPTA and which may be revised by YCIPTA at any time at its sole discretion. CONTRACTOR shall collect all passenger fares in sealed fareboxes and any and all other revenues from fare instruments required by YCIPTA to be sold by CONTRACTOR. The CONTRACTOR will remove all farebox revenue from every revenue vehicle on a nightly basis. At no time will farebox revenue be left in a vehicle overnight. Once the farebox revenue has been collected for that service day, the receipts will be stored and locked in a safe supplied by YCIPTA. All farebox revenue will be placed in individual bags with the vehicle number and date identified on each bag. All farebox revenue will be counted while at least one (1) CONTRACTOR employee is present. Farebox revenue deposits will be made on the next operating day following the collection of fares, excluding days that YCIPTA's designated bank is closed in which case farebox revenue deposit shall be made on the following day the designated bank is open. The CONTRACTOR will count and record the amount of receipts by vehicle and route, and deposit the receipts into depository bag that Loomis will pick up and deliver to designated YCIPTA bank, and forward the deposit record to YCIPTA's Financial Services Operations Manager or

designee. Revenue for Bus Passes and Greyhound will be deposited in bags by YCIPTA staff and will be picked up by Loomis at the same time as the fare revenue. CONTRACTOR shall develop Cash Handling Procedures and submit to YCIPTA for approval.

YCIPTA will provide a safe. It is the responsibility of the CONTRACTOR to secure transfers and farebox revenue in the safe at all times.

3. Training and Retraining: CONTRACTOR shall provide ongoing training, retraining, and safety education for all vehicle operators, maintenance personnel and supervisory personnel which conform to the requirements of all regulatory authorities with jurisdiction over transit operation, including, but not limited to, Federal and State Departments of Transportation, Arizona and California Highway Patrol and other applicable agencies.
4. Fare Instruments (tickets, passes and transfers): CONTRACTOR shall implement YCIPTA directed fare instrument program, and will accept transfers, passes and/or fare instruments from other transit systems as directed by YCIPTA.
5. Telephone Information and Reservations: YCIPTA shall be responsible for providing telephone equipment for CONTRACTOR to receive reservations, for the demand response services and to provide after hours customer service. YCIPTA shall provide telephones, phone service and a Call Center System. CONTRACTOR shall offer telephone information whenever a vehicle is in service.

CONTRACTOR shall provide live telephone information during regular business hours, Monday through Saturday after hours and upon request by YCIPTA. YCIPTA shall set the telephone information hours. CONTRACTOR shall utilize YCIPTA's existing telephone automated answering system (voicemail) for after service hours, holidays and Sundays, said system shall have the capability for callers to leave a message for trip reservations, information requests, reporting complaints, etc. The CONTRACTOR shall check the automated system for demand response and route deviation trips after hours or upon request by YCIPTA, so that all ADA and route deviation trips are booked within the specifications of the ADA and YCIPTA ADA Plan.

Telephone information lines shall be answered "Good Morning (afternoon or evening), Yuma County Area Transit, (first name of answerer) Speaking, How May I Help You?"

Telephone charges shall be the responsibility of YCIPTA. YCIPTA shall be responsible for charges for Internet connection.

CONTRACTOR shall develop, implement and maintain a daily schedule of labor resources to handle trip scheduling.. YCIPTA shall reserve the right to approve CONTRACTOR staff schedules.

The dispatcher should facilitate transfers with Imperial Valley Transit (IVT), Greyhound and any other transit provider by calling these services as the bus approaches the connection point so that passengers have a seamless transfer

between the two systems. Dispatchers should be familiar with all YCAT and connecting transit systems routes and utilize tools such as the internet, NextBus, Rider's Guides and Google Maps to plan trips for passengers calling.

6. Cellular Phone Communications: CONTRACTOR shall provide a cellular telephone for the Operations Manager, Maintenance Manager, Safety & Training for use in conducting YCIPTA business as related to YCIPTA's transit services.
7. Dispatching: CONTRACTOR shall utilize YCIPTA's existing scheduling system to schedule vehicles and transport passengers using YCIPTA vehicles. This method is capable of accommodating both fixed-route, and same day, next day and advance reservations for demand response services, and of integrating all demands for service into efficient vehicle routes that maximize productivity, and assure service quality to the levels prescribed in Agreement.

YCIPTA's scheduling system allows for the ability to collect and monitor the following information for all Special Service advanced and same day reservations including:

- a. Date and time of trip request.
- b. Passenger information that includes; name, address, phone number, ADA identification number and a contact name.
- c. Trip information that includes; destination, date, appointment time, return trip time and mobility device.
- d. Field information to identify the person that took passenger and trip information.
- e. Reservation confirmation that includes: date, time, and person for whom trip was confirmed, pickup and return times given to passenger, whom trip was confirmed with at passenger residence, and date and person that entered trip into bus operator manifest.
- f. YCIPTA will be responsible to track if trip was denied or refused, if trip was requested for same day as call, if alternative time(s) were offered and reason for trip denial or refusal. CONTRACTOR shall be responsible for tracking if trip was booked within the ADA one hour regulation window.

CONTRACTOR will create a daily bus operator manifest by using YCIPTA's existing scheduling system for daily bus operator manifest. At no time will bus operator daily trip manifests be allowed to be kept by hand on paper that requires the dispatchers to erase or use whiteout to move or insert trips.

Information for all trips made will be kept during the term of this contract and the CONTRACTOR will have a method to keep records of advanced trips made for up to 7 days prior to the reservation.

YCIPTA requires the daily demand response trip information, including but not limited to number of trips within plus/minus 15 minutes of the scheduled pickup time, number of trips early, number of trips late, be analyzed for 12 days per month as selected by YCIPTA. This analysis will be included in the Monthly Report. This

information will identify productivity by bus and time of day, number of vehicles out during each service hour, number of one way trips during each service hour, average wait and travel time by service hour and bus, longest wait time and passenger ride time by bus, service hour and day.

CONTRACTOR shall provide an adequate number of persons to staff the vehicle dispatch and passenger scheduling functions. A minimum of one (1) dispatcher must be on duty at all times that transit system is operating. Dispatchers shall be responsible for maintaining communication (radio and email) with all vehicles in service, and for maintaining the daily dispatch log to be proposed by CONTRACTOR and approved by YCIPTA. Scheduling and dispatching personnel shall be trained in professional techniques in the areas of: radio protocol, telephone etiquette, handling of difficult customers and professional interactions with YCIPTA employees and local businesses. YCIPTA shall provide CONTRACTOR with an adequate radio communication system.

8. Road Supervision: CONTRACTOR shall provide daily street supervision of the transit service as needed for at least four (4) hours per day and at random times. All dispatchers shall function as Transit Operations Supervisors and have the ability to work within the office and in the field, which includes road supervision when necessary to fulfill the required four (4) hours per day. Functions shall include, but are not limited to: bus operator support, monitoring of schedule adherence, on-street operation, on-route compliance, proper implementation of YCIPTA's policies and procedures and interacting with the public. The daily street supervision shall be proactive to ensure reliable transit services are provided, service interruptions are prevented and minimized, and bus operators are properly supported.
9. Control and Distribution of Fixed-Route Transfers and Passes: CONTRACTOR shall maintain strict control of all transfers and passes. The number and type of transfers and passes issued to bus operators shall be documented and bus operators shall return transfers at end of shift. All transfers and passes not being used in revenue service or issued to bus operators shall be kept in a secure place.
10. Contact of YCIPTA/CONTRACTOR Personnel: YCIPTA personnel shall have the right to make contact with all CONTRACTOR personnel, as needed. CONTRACTOR personnel shall have the right to contact YCIPTA personnel without fear of retaliation from CONTRACTOR.
11. ADA Passengers: CONTRACTOR shall ensure that if a mobility device passenger is stranded due to a lift failure or service interruption that the passenger is picked up within 30 minutes of the delay. The vehicle that has the lift failure shall be removed from service and replaced as soon as possible. The lift must be repaired before the vehicle is returned to service. There shall be no ADA trip denials on the demand response service. All bus operators shall call out bus stops at major intersections as defined by YCIPTA in accordance with the ADA using the on-board public-address system. If one is not available, the ADA call outs must be

loud enough for all passengers on the bus to hear and shall be called out prior to approaching the intersection or bus stop.

12. Service Development, Bus Operators Bids and Employee Schedules: YCIPTA shall have the responsibility of developing all routes (revenue and deadhead) and schedules with input from the CONTRACTOR. YCIPTA is not obligated to utilize input from the CONTRACTOR. CONTRACTOR shall provide YCIPTA with a copy of its bus operators run assignment sheet and employee schedules upon YCIPTA's request.
13. Security Cameras: CONTRACTOR shall be fully responsible for the proper operation of video surveillance systems (VSS) on YCIPTA vehicles. CONTRACTOR shall routinely check each VSS to ensure it is operating properly and report malfunctions to YCIPTA immediately. CONTRACTOR will be responsible for maintenance of the VSS equipment. CONTRACTOR shall download and review video from vehicles whenever an incident occurs on board a bus wherein video of the incident might assist in the resolution of the incident. CONTRACTOR shall operate and maintain the equipment in accordance with the manufacturer specifications and arrange for any necessary training to use VSS provided equipment at no cost to YCIPTA.
14. Automated Vehicle Locator Service and Real Time Transit Information: CONTRACTOR shall operate and maintain said system to the fullest extent intended by its manufacturer. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost. YCIPTA shall be responsible for AVL and real-time transit information related operational charges.
15. Acumen Smart Card System (YCATPass): CONTRACTOR shall operate and maintain the Acumen Smart Card fare collection system on YCAT fixed-route vehicles to the fullest extent. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost.
16. SPX Genfare Electronic Fareboxes: CONTRACTOR shall operate and maintain YCIPTA's electronic farebox systems on YCAT vehicles. CONTRACTOR shall ensure YCIPTA's electronic fareboxes are in working condition at all times, no farebox shall be out of service for more than twenty-four (24) hours. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost.
17. Wi-Fi: CONTRACTOR shall operate and maintain the Wi-Fi system on YCAT fixed-route vehicles. CONTRACTOR shall be responsible for the operations and maintenance of such equipment with authorized YCIPTA vendors capable of maintaining such equipment at CONTRACTOR's cost. YCIPTA shall be responsible for Wi-Fi related operational charges.

18. Email: CONTRACTOR's Operations Manager, Safety & Training Manager, Maintenance Manager and all office personnel shall have access to electronic mail over the internet with their own email address provided by CONTRACTOR's email system. Email address from third parties such as Google, Yahoo, Hotmail/Outlook.com and/or others shall not be permitted.
19. Advertising: CONTRACTOR shall cooperate with YCIPTA regarding advertising on the interior and exterior of YCIPTA vehicles. Said advertising includes all signs up to and including full bus wraps. If directed by YCIPTA, CONTRACTOR shall work with YCIPTA's contractor(s) related to the installation of interior advertising cards and exterior signs/wraps including coordinating access for the YCIPTA's contractor. YCIPTA shall retain all revenues associated with advertising on YCIPTA vehicles or other assets.
20. Use of Transit Vehicles For Emergency Preparedness Drills & Exercises: CONTRACTOR shall make available the use of YCIPTA transit vehicles for emergency preparedness exercises upon request by YCIPTA. CONTRACTOR shall also participate on the Yuma County Local Emergency Planning Committee and other emergency planning related committees and act as YCIPTA representatives. CONTRACTOR shall provide a written summary of each meeting to YCIPTA within five (5) business days after the meeting CONTRACTOR's participation shall be included in the fixed cost.
21. Detours: CONTRACTOR in coordination with YCIPTA shall establish detours when road closures are occurring or roadways within the YCAT service area become impassable due to other obstructions. CONTRACTOR shall post rider alerts on an YCIPTA approved format if the detour lasts more than 24 hours and post announcements on YCIPTA Social Media sites, and affected bus stops. CONTRACTOR shall post announcements on YCIPTA Social Media sites regarding all detours regardless of length of time. CONTRACTOR shall provide YCIPTA staff and bus operators the approved detour information at a minimum of twenty-four (24) hours prior to the scheduled detour. CONTRACTOR shall maintain communication with local state, counties, cities and towns within YCAT service area regarding schedule road closures.
22. Lost and Found: CONTRACTOR shall make a reasonable attempt to identify and return lost items to the passenger the same day it was found. When it is not reasonable to return the item, CONTRACTOR shall: 1) tag the item and note the route, or location where the item was found, time and date found, 2) Include the name of the person turning in the item and a brief description of the item, 3) Maintain a log of lost and found items, 4) dispose of the lost item with the local Police Department or charity within 30 days of non-claiming, 5) store the item in a secure container in a secure office location.
23. Greyhound : YCIPTA shall provide Greyhound ticket and package express sales at the bus facility during normal business hours. CONTRACTOR utility should be available upon request to assist YCIPTA staff at the Greyhound bus stop during

YCAT service hours to pick up packages located at 1275 Castle Dome Avenue, Yuma, next to Target.

24. Safe Place: CONTRACTOR shall work with YCIPTA related to the implementation and continuation of the Safe Place program which provides youth age 11-17 with a safe place on board YCIPTA buses. YCIPTA has approved procedures in place for this program and CONTRACTOR shall educate its employees about this program. CONTRACTOR employees shall only report the need for Safe Place help to the dispatcher. The dispatcher will contact Safe Place staff to meet the bus in route at a convenient and safe location. The Facility is also designated as official Safe Place location.
25. Newspapers: CONTRACTOR shall work with YCIPTA and Yuma Sun regarding the placement of newspapers on board of all transit vehicles each weekday and Saturday. Each bus shall have newspapers placed on the rack closest to the Bus Operator. Each Bus Operator pulling out from the Bus Facility shall have picked up its newspapers from the dispatch office. CONTRACTOR shall be responsible to reconcile and return unsold newspapers each day to YCIPTA's Financial Services Operations Manager..
26. Transit System Security Program Plan: CONTRACTOR shall develop – in coordination with YCIPTA – a Transit System Security Program and Emergency Preparedness Plan (TSSEPP) that covers passengers, employees, vehicles and facilities. Guidance on the development of this plan is available in a report entitled, the Public Transportation System Security and Emergency Preparedness Planning Guide (DOT-VNTSC-FTA-03-01) dated January 2003. The TSSEPP should assign responsibility for security management from the most senior executive to the first line supervisory staff. The TSSEPP must address the following mechanisms:
 - Interagency coordination with YCIPTA, local police, fire and emergency responders in Yuma County, Imperial County and La Paz County and other transit operators
 - Evacuation assistance plan utilizing YCIPTA's Fleet
 - Investigating Security Incidents
 - Security and Emergency Management Training for all personnel
 - Regular threat and vulnerability analyses in cooperation with YCIPTA
 - Compilation and reporting of data associated with the National Transit Database's Safety and Security Module
 - Participation in the Yuma County Local Emergency Planning Committee and any other safety committees on behalf of YCIPTA.

The TSSEPP shall include a plan to respond to emergencies and routine problems that may occur. Occurrences include, but are not limited to:

- Passenger injuries

- Passenger disturbances
- Passenger illnesses
- Vehicle failures
- Inclement weather
- Accidents
- Detours
- Employee injuries
- Strikes/Walkouts/Work Stoppage
- Terrorist Incidents
- Nuclear Event
- Earthquakes

B. Equipment Including Vehicles

1. YCIPTA Shall Provide Vehicles: YCIPTA shall provide CONTRACTOR with a fleet of suitable fixed-route and demand response revenue and support vehicles for the performance of the Agreement. It shall be YCIPTA's responsibility to have the vehicles documented by the MVD prior to delivery to CONTRACTOR.

CONTRACTOR responsibilities include, but are not limited to, operating, maintaining, checking fluids, and fueling the vehicles in accordance with Agreement and this Scope of Work.

CONTRACTOR is required to rotate the vehicles in service to result in a relatively even distribution of accumulated miles on the vehicles. Mechanical and technical maintenance of YCIPTA's vehicles shall be the obligation of CONTRACTOR.

2. Warranties: CONTRACTOR shall be responsible for maintaining all YCIPTA provided equipment including warranties. CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage caused by CONTRACTOR negligence and not caused by YCIPTA or normal wear and tear.
3. Loss of Useful Life: CONTRACTOR shall be liable for the cost of replacing any equipment damaged beyond use as a result of CONTRACTOR'S negligence (e.g., tires which cannot be recapped due to damage from improper use).
4. Availability: YCIPTA and CONTRACTOR shall store all equipment including vehicles at its Facility, located as of July 1, 2018 at 2715 East 14th Street, Yuma, AZ 85365. YCIPTA shall make equipment available to CONTRACTOR, for inspection/training purposes, no later than May 1, 2018, so long as it does not interfere with current operational services.
5. Return of Equipment: CONTRACTOR shall return all equipment to YCIPTA at 2715 East 14th Street, Yuma, AZ 85365 at the termination of Agreement in the same condition as accepted, allowing for ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's use. CONTRACTOR shall be liable for the cost of repairing or replacing any physical, cosmetic, or mechanical damage, and related expenses, caused by CONTRACTOR negligence and not caused by YCIPTA.

6. Alterations: CONTRACTOR shall not have the right to install equipment or make any minor or major alterations to any YCIPTA owned equipment without prior written consent of YCIPTA. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by YCIPTA.
7. Use: No YCIPTA provided equipment shall be operated beyond the limits established in the applicable policies of insurance as hereinafter set forth, and may only be used for the transportation of passengers as provided in the Agreement or in services approved by YCIPTA in writing, in advance. CONTRACTOR agrees to use equipment in a careful and proper manner and to comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles subject to the Agreement. CONTRACTOR shall not use equipment in any unlawful trade or for any unlawful purpose whatsoever, or in violation of the Agreement. The CONTRACTOR may not use YCIPTA provided equipment to train persons who are not working on services under this Agreement.
8. Liens: YCIPTA shall not suffer, create or permit to be imposed upon the vehicles any lien or encumbrance which may interfere with CONTRACTOR'S intended use of the vehicles.

Neither CONTRACTOR nor any of its agents shall suffer, create or permit to be imposed upon the vehicles any lien or encumbrance whatsoever, and shall return equipment to YCIPTA free of any liens, claims or encumbrances resulting from its use of equipment. CONTRACTOR agrees to notify any third party furnishing services, supplies or other necessities to CONTRACTOR that neither CONTRACTOR nor any of its agents has the right to incur, create or permit to be imposed on the vehicles any lien whatsoever.

9. Permits, Charges, Taxes: YCIPTA shall be responsible for securing and maintaining vehicle related licenses, permits and authorizations necessary for the intended vehicle operation. CONTRACTOR shall be responsible for ensuring compliance with all environmental issues including storm water, oil runoff, and hazardous materials and develop any necessary plans for submittal to any local, state or Federal agencies regulating environmental issues. CONTRACTOR shall not be responsible for environmental concerns prior to July 1, 2014.
10. Repossession: In the event of termination of Agreement, YCIPTA shall have the right to take immediate possession of all YCIPTA provided equipment, vehicles and other assets; and CONTRACTOR shall reimburse YCIPTA all expenses, including attorney's fees, incurred by YCIPTA in effecting such repossession.

In the event a suit or action is instituted by YCIPTA, or those claiming by, through or under it, to recover possession of the any YCIPTA equipment, vehicles, or other assets, to collect damage or to enforce any right possessed by YCIPTA under the terms thereof, CONTRACTOR agrees and promises to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

11. Other Equipment: YCIPTA will supply all office and shop furniture. YCIPTA will also supply a safe, coin counting machine and office photo copier/fax machine/printer. CONTRACTOR shall be responsible for providing all other equipment, which includes, but not limited to, a digital camera, office supplies, printer paper, bus operator route bags, clipboards for bus operators, Bus operator Vehicle Inspection Reports and bus operator Log Books. CONTRACTOR shall purchase items above, plus any items not listed above at CONTRACTOR's cost within the fixed costs.

12. Support Vehicles: YCIPTA shall provide support vehicles for the expressed transportation of bus operators to and from any shift changes while YCIPTA revenue vehicles are in service. The CONTRACTOR will not be allowed to use any YCIPTA owned revenue vehicle for any other purpose than for the rendering of YCIPTA's public transit system operations. All expenses, insurance and registration related to the operation of YCIPTA's support vehicles will be the responsibility of CONTRACTOR. YCIPTA shall also provide two utility/maintenance trucks for maintenance purposes.

The YCIPTA supplied support vehicles will be kept in a safe, clean operating condition at all times. CONTRACTOR will be responsible for all scheduled preventative maintenance and repairs related to the operation of the support vehicles.

13. Department of Transportation Number: Since Yuma is part of the Greyhound Lines, Inc network, CONTRACTOR shall be registered with the National Motor Carrier Safety Administration with a USDOT number, a Motor Carrier (MC) number and file a 91X insurance form. In addition, CONTRACTOR shall install the phrase "Operated by (CONTRACTOR Name)" under the USDOT number. CONTRACTOR shall provide, maintain and install USDOT decals that are uniform in color, font, and size and approved by YCIPTA.

C. Maintenance and Maintenance Facilities

1. General: YCIPTA shall provide a Facility for the purpose of maintaining YCIPTA vehicles. CONTRACTOR shall use due diligence maintaining the operability and cleanliness of all equipment and vehicles. CONTRACTOR is responsible for general housekeeping, wear and tear, and security of equipment when in CONTRACTOR'S possession. CONTRACTOR is financially responsible for correcting any damage, and paying for related expenses, caused by the negligent use and/or maintenance of equipment or vehicles by CONTRACTOR'S personnel.

CONTRACTOR shall be responsible for the safe and efficient maintenance of all vehicles and equipment, all communications systems, and all other YCIPTA provided equipment, furnishings, and accessories required in connection with its operation of YCIPTA transit services in a clean, safe, sound, and operable condition at all times, and fully in accord with any Original Equipment Manufacturer (OEM) Specifications and Requirements, in strict conformity with YCIPTA

approved Preventive Maintenance Program and applicable requirements of any federal or state statute, regulation or order.

CONTRACTOR responsibilities include, but are not limited to, maintenance of appearance, inspections (fluid levels, tire pressure, etc.), preventive maintenance, heavy repair and operation of vehicles in accordance with the Agreement and Scope of Work.

When maintaining YCIPTA vehicles the CONTRACTOR shall, at a minimum, provide the following:

- a. All necessary repairs to all YCIPTA provided vehicles and equipment
- b. Tires, including tire changing equipment or a proposed tire-changing subcontractor.
- c. Battery maintenance equipment.
- d. Lubrication and its related equipment.
- e. All tools and equipment necessary to perform the maintenance activities required in this Agreement that is not provided YCIPTA.
- f. Equipment necessary to clean the vehicles in accordance with the Agreement.
- g. Parts for the vehicles and equipment.
- h. Supplies for vehicle, equipment, bus stop and shelter maintenance.
- i. Diagnostic equipment for maintaining transit vehicles and equipment, including additional laptops and other diagnostic equipment not provided by YCIPTA.
- j. Computerized preventative maintenance system if not provided by YCIPTA.
- k. Major components (reimbursed by YCIPTA as defined in section C.6.).
- l. Towing of all YCIPTA provided vehicles.

CONTRACTOR'S duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation.

All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all YCIPTA vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) Specifications and Requirements. All parts installed by CONTRACTOR on YCIPTA vehicles and equipment shall become property of YCIPTA.

The CONTRACTOR shall implement a proactive Quality Assurance Plan, subject to approval by YCIPTA, to verify the quality of work performed.

CONTRACTOR shall meet the following maintenance requirements:

- a. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to ensure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- b. Brake inspections and adjustment shall be performed at intervals that insure the safe and efficient operation of the braking system.
- c. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Damage (including body, glass, and all vehicle appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.
- d. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- e. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- f. Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service runs. CONTRACTOR shall maintain the heater and A/C systems in an operable condition throughout the entire year.
- g. Seats shall be maintained in proper operating condition at all times. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. CONTRACTOR shall replace seat covers, which are worn or cannot be professionally repaired, using materials, which are identical in design and color as those materials being replaced.
- h. Tires shall always be matched (by manufacturer, size, and tread pattern) on each axle. Tires shall not vary more than 3/32" between inner and outer tires and not more than 4/32" between curb side and road side.
- i. Cradle motor mounts shall be replaced in pairs.
- j. Radiators may be re-cored or replaced at the time of engine replacement/rebuild.

CONTRACTOR shall ensure that all vehicle brakes are maintained as required below:

- a. Drums shall be turned with hubs attached.
 - b. Brake blocks shall be matched to drums by size; i.e., 1X, 2X, etc.
 - c. Both brakes on an axle shall be replaced at the same time.
 - d. Premium brake blocks shall be used.
 - e. Wheel seals shall be replaced with every brake job and bearings shall be checked.
2. Maintenance Personnel: Maintenance personnel assigned to work on YCIPTA owned vehicle(s) and equipment shall have thorough knowledge of:
- a. Engines, transmissions, and related mechanical equipment.

- b. Methods and procedures used in servicing mechanical equipment.
 - c. Vehicle chassis and bodies.
 - d. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
 - e. Decimals, fractions, and specifications related to vehicle mechanics.
 - f. Specialized areas such as painting, upholstery, brake relining, air conditioning, wheelchair lifts, and electronic destination signs.
 - g. Preventive maintenance inspections and associated paperwork.
 - h. Inspection of vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.
 - i. Diagnosis of vehicle engine, transmission, electrical and electronic component system malfunctions.
 - j. Repair of vehicle engines, transmissions, and other mechanical, electrical, and electronic parts and components.
3. Maintenance Technical Training: CONTRACTOR shall provide technical training of maintenance personnel necessary to insure a consistent level of current, thorough knowledge in the maintenance and repair of the several types of vehicles and equipment used in fixed-route and demand response service, including air conditioning systems, wheelchair lifts, and other ancillary equipment.
4. Preventive Maintenance: CONTRACTOR shall document and submit a pro-active preventive maintenance program for review and approval by YCIPTA within thirty (30) days of the effective date of this Agreement. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any YCIPTA vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance in specific instances where CONTRACTOR'S employees observe that maintenance is needed in advance of schedule.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of YCIPTA. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by YCIPTA.

CONTRACTOR shall adhere to the Preventive Maintenance Program identified in the YCIPTA established maintenance plan and approved CONTRACTOR's Maintenance Plan.

5. Vehicle Repair: All repairs to YCIPTA vehicles shall be performed by CONTRACTOR or other vendors and suppliers, which may be subject to prior approval by YCIPTA.

Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. CONTRACTOR shall perform repair work expeditiously in response to identification of problems by bus operators or other staff members. CONTRACTOR shall assure YCIPTA that required repairs shall not be deferred beyond a reasonable time. **CONTRACTOR shall not remove parts or equipment from other YCIPTA owned vehicles and/or equipment to repair other vehicles or equipment. Such action, if discovered is subject to immediate termination.** CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions.

6. Engine, Transmission, Turbochargers and Differential Overhaul: CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. At a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated, fuel and oil consumption trends, loss of power, erratic performance, and regular periodic laboratory analysis of engine lubricant, transmission fluids, Hydraulic fluids and differential lubricants. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If CONTRACTOR determines that an engine, transmission, turbocharger or differential needs to be overhauled or replaced, CONTRACTOR shall notify YCIPTA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, YCIPTA may direct CONTRACTOR, in writing, to proceed with the recommended work.

Engine, transmission, turbochargers and differential overhaul shall be approved by YCIPTA in advance of work, using only OEM parts and OEM minimum overhaul standards. YCIPTA will reimburse CONTRACTOR for actual parts and/or service costs incurred for engine, transmission and differential work accomplished following the above guidelines. If YCIPTA determines that such work was a result of poor maintenance performance, failure to monitor overhaul criteria, neglect or abuse by CONTRACTOR, YCIPTA will not be liable for any costs. CONTRACTOR must submit a detailed invoice to YCIPTA for all such work obtaining at least three quotes for the purchase of parts and/or services.

CONTRACTOR shall be responsible for removal and replacement of engines, transmissions, turbochargers and differentials. In addition, during the overhaul, CONTRACTOR shall replace ancillary parts, including all cooling hoses, engine and transmission mounts, drive belts, and rebuild or replace the radiator. Also, CONTRACTOR shall assess all other components, lines, hoses or systems. Those items determined to have never been replaced or found not to meet the OEM minimum

standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul. CONTRACTOR shall invoice YCIPTA for costs of equipment necessary for replacement of engines, transmissions, turbochargers and differentials and costs associated with related ancillary parts.

CONTRACTOR shall remain responsible for all costs related to repair or replacement of engine driven parts such as generators, hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, radiators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, and starter motors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of transmission related parts such as oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, "driven" gears or sensors, neutral start switches and temperature sensors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

7. Parts Inventory: CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.
8. Tools: All tools and equipment used for YCIPTA maintenance shall be provided and maintained by CONTRACTOR.
9. Emissions Control Programs: CONTRACTOR shall perform and certify such tests of equipment required to meet YCIPTA, other local, States of Arizona and California, and Federal requirements related to exhaust smoke and engine emissions.

CONTRACTOR shall maintain vehicles in accordance with the Transit Fleet Rule established by the California Air Resources Board (CARB), including submission of fleet reports and other requirements. CONTRACTOR shall be responsible to maintain the CARB's Voluntary Compliance Program for YCIPTA's diesel bus fleet. This includes submission and monitoring of periodic smoke emissions inspections on an annual basis since YCIPTA vehicles operate into California. YCIPTA vehicles without particulate traps shall not operate into California.

CONTRACTOR shall be responsible to administer a Smog Check/Vehicle Emissions program of YCIPTA's gasoline-powered vehicles in accordance with the States of Arizona and California and Federal laws.

10. Oil Analysis: A laboratory engine oil analysis shall be performed on every YCIPTA provided vehicle engine as required by the YCIPTA's Preventive Maintenance Service program. The analysis program used by CONTRACTOR shall be subject to approval by YCIPTA. Results of the analyses shall be reported to YCIPTA and kept on site for a minimum of one year.

A laboratory transmission oil analysis shall be performed on every YCIPTA provided vehicle transmission as required by the YCIPTA's PMI program. The analysis program used by CONTRACTOR shall be subject to approval by YCIPTA. Results of the analyses shall be reported to YCIPTA and kept on site for a minimum of one year.

11. Daily Vehicle Servicing: CONTRACTOR shall perform daily vehicle servicing on all YCIPTA vehicles and equipment used in this Agreement. For purposes of this Agreement, daily servicing shall include, but not be limited to:

- a. Fueling. YCIPTA shall provide fuel and fuel cards for all YCIPTA provided vehicles at designated locations identified by YCIPTA.
- b. Diesel Exhaust Fluid check/add
- c. Engine oil, coolant, water and transmission fluid check/add.
- d. Vault pulling and replacement.
- e. Wheelchair lift check.
- f. Brake check.
- g. Light and flasher check.
- h. Interior sweeping and dusting.
- i. Exterior and interior visual inspection.
- j. Check of all vehicle performance defects reported by bus operators to identify potential safety and reliability items requiring immediate attention.
- k. Additional requirements as specified by vehicle manufacturers.

CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for YCIPTA review.

12. Right of Inspection by YCIPTA: YCIPTA and its representatives shall have the right to inspect, at any time, all YCIPTA-provided equipment. CONTRACTOR shall correct any problems, within twenty-four (24) hours of written notification by YCIPTA, if the problem can be corrected within such time. If the situation is not correctable within 24 hours, then arrangements for correction shall have commenced within said period. CONTRACTOR is responsible for notifying YCIPTA immediately of any maintenance safety violations for correction. YCIPTA reserves the right to bring a third party maintenance auditor to review YCIPTA provided vehicles and equipment and monitor/review CONTRACTOR's maintenance program at any time during the Agreement term, at its own cost. CONTRACTOR is expected to fully cooperate and provide any records requested by YCIPTA's maintenance auditor or personnel. Said auditor may act on YCIPTA's behalf and provide a report which would require the CONTRACTOR to comply with the repairs with a specific time period as agreed upon between YCIPTA and CONTRACTOR.

13. Corrections: If CONTRACTOR fails to correct a problem after receiving YCIPTA notification, YCIPTA may make, at its discretion, corrections and shall charge the actual reasonable cost to CONTRACTOR for these corrections. YCIPTA may deduct

these charges from any amount due or that may become due to CONTRACTOR under Agreement.

14. Interior & Exterior Cleaning and Maintenance: CONTRACTOR shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times. CONTRACTOR shall supply all materials and supplies for this purpose. All gum, litter, newspapers, graffiti or other foreign materials shall be removed in a professional manner and immediately upon their discovery. Physical damage to the exterior or interior not correctable with diligent cleaning methods, such as tears in the seats, interior body panel cracks or cracked lamp lenses, shall be reported by CONTRACTOR to YCIPTA at the time of observance, and no later than within 24 hours of discovery of the physical damage.
15. Daily Servicing: All vehicles that have been in revenue service shall have the following items performed on a nightly basis:
 - a. Floor Cleaning: Using brooms, sweep the complete interior of each vehicle starting in the rear and working to the front. Sweep trash from step wells into an appropriate trashcan.
 - b. Interior Vacuuming: Where applicable, activate and carry the vacuum hose through the door of the vehicle, and starting in the rear, collect all trash, soil, dust and other debris off the seats and floor. Particular attention should be given to vacuuming the bus operator's compartment and cleaning the dash areas. Any large or heavy articles are to be placed in plastic garbage bags and discarded in a trash barrel. Retract the vacuum hose from the front door. After parking the vehicle, wipe dust off the bus operator's area and all other horizontal surfaces inside the vehicle.
 - c. Trash Receptacle: Empty the trash receptacle located near the front of each vehicle. Receptacles shall be black in color and uniform size and style .
 - d. First Aid, Bloodborne Pathogens and Accident Kit: Check to ensure the accident kit is fully stocked and is properly attached in the bus operator's compartment. If the accident kit is missing, notify YCIPTA immediately.
 - e. Dusting: Using a clean damp rag, wipe clean the dashboard, farebox and all operator controls.
 - f. Vandalism/Graffiti Inspection: Inspect the vehicle interior to assure that no seat damage or graffiti exists. Except as set forth herein, CONTRACTOR should repair the damage and remove graffiti at the time of observance. No vehicle shall be put into revenue service with visible graffiti.
 - g. Seat Insert Attachment: Inspect individual seat inserts to assure proper attachment to the seat frame. If seat is not secure report it to YCIPTA at the time of observance.

- h. Lights: All lights including the high beams will be checked daily upon the morning startup.
 - i. Wheelchair Ramp/Lift: The wheelchair ramp/lift on each vehicle shall be cycled one complete cycle prior to departure from YCIPTA's corporation yard each day. If the wheelchair ramp/lift fails to complete the cycle, the failure must be reported to YCIPTA and the vehicle repaired or another one assigned.
 - j. Vehicle Storage: All vehicles shall be stored at YCIPTA's Facility or other approved locations as designated by YCIPTA, when not in service. All doors, windows and safety hatches of vehicle shall be closed and secured.
 - k. Battery Switch: When storing vehicle, the master battery switch shall be turned to the "OFF" position.
16. Weekly Servicing: CONTRACTOR shall maintain a list of all vehicles that have been serviced. This list shall be used to assure that all vehicles have had the action items listed below completed at the frequency described, or that a particular vehicle was not available for revenue servicing during any given week. A Vehicle Cleaning Report signed by the Operations Manager that details all vehicles cleaned during a one-week period shall be submitted to YCIPTA each month as part of the monthly report following the end of the reporting month.

<u>Action</u>	<u>Frequency</u>
Wash Exterior of Vehicle	Twice Weekly or More Often as Needed
Mop Floors	Once Weekly or More Often as Needed
Wash Wheels	Twice Weekly or More Often as Needed
Clean Operator's Compartment	Once Weekly or More Often as Needed
Clean Inside Windows	Once Weekly or More Often as Needed
Clean Side Panels/Ceilings	Once Weekly or More Often as Needed
Clean Seat Frames/Backs	Once Weekly or More Often as Needed
Remove Graffiti	As Needed
Vehicle Detailing	Every six (6) months

- a. Mop Floors: Floors shall be wet-mopped starting at the rear of the vehicle working forward, assuring to also mop wheel-well inner extension areas and step well. Excessive amounts of water or other fluids shall not be allowed on the floors or other interior parts of the vehicle.
- b. Wash Wheels: Wheels shall be degreased and rinsed clean.

- c. Operators Compartment: Operator's compartments shall be thoroughly cleaned, including vacuuming of trash from around foot controls; wiping clean dashboard, operator's seat and all operators' controls. Upon completion, the dashboard shall be treated with anti-static spray. Anti-static spray shall not be applied to steering wheel or operator's seat.
 - d. Remove Graffiti: Any graffiti on interior or exterior of any vehicle shall be removed immediately upon discovery. CONTRACTOR shall obtain approval of all graffiti removal materials prior to their use.
 - e. Windows: Using the cleaner approved for use only on windows, the interiors of all windows shall be sprayed, cleaned and wiped dry with a rag. Windows include windshields, door windows and interior mirrors.
17. Detailing: CONTRACTOR shall detail a minimum of two (2) different vehicles per month and a fleet wide thorough detailing. in May and November of each year, no later than the end of that month. The detailing of these vehicles will be scheduled and completed by the CONTRACTOR and a report verifying the detailing of YCIPTA provided vehicles shall be completed and be available for YCIPTA review. CONTRACTOR shall obtain the monthly preventative maintenance schedule used by YCIPTA to develop detailing schedule. Each detailing shall include at a minimum the following:
- a. Wash and wax, with solutions pre-approved by YCIPTA, exterior of the vehicle, including wheels.
 - b. Sweep and vacuum interior thoroughly. Remove gum and other substances from the floor, sidewalls, ceiling or seats.
 - c. Remove any and all graffiti from interior and/or exterior of vehicle using YCIPTA approved graffiti remover.
 - d. Remove any and all foreign materials from the seats and other interior areas of the vehicle. Clean the vehicle thoroughly, using industrial cleaner, aerosol all-purpose cleaner and aerosol or mixed concentrated window cleaners. Rinse all washed areas and wipe dry. Clean and dry all windows. A water hose shall not be used in the interior of the vehicle.
 - e. Remove all side and rear double and triple seat cushions, not requiring tools, for cleaning underneath. Replace cushions.
 - f. Clean interior dome lights as necessary.
 - g. Polish and clean aluminum wheels with YCIPTA approved method.
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- h. Apply protective coating to bumpers, dashboard, rubber fenders and tires to improve appearance of vehicle. Do not apply to steering wheel, seats or floors.

18. Bodily Fluids and Blood borne Pathogens: All bodily fluids and blood borne pathogens shall be cleaned up immediately. If a vehicle is in service at the time of the discovery of any bodily fluids and/or blood borne pathogens, that vehicle shall be replaced, removed from service and cleaned immediately. All YCIPTA provided vehicles shall have a blood borne pathogens kit provided by CONTRACTOR.

19. Records: CONTRACTOR shall submit proposed Daily Vehicle Reports, Checklists and Inspection Report and any other applicable reports (together referred to as the "Reports") to YCIPTA for approval prior to the service start-up date. YCIPTA will approve or return the proposed Reports within ten business days of receipt. If YCIPTA requires changes to any of the Reports, CONTRACTOR shall make such changes to YCIPTA's satisfaction prior to the service start-up date.

20. Bus Stop and Facility Maintenance: CONTRACTOR shall repair and maintain all bus stops, benches, shelters and YCIPTA controlled facilities throughout YCIPTA's transit service area including, but not limited to: weed removal, landscape maintenance, pressure washing sidewalks, installing/removing bus stop signs, poles and benches, repairing bus shelters and emptying trash/recycle cans. CONTRACTOR shall provide all tools, equipment and parts necessary for installing and removing bus stop signs and cleaning supplies for benches and shelters as necessary to clean and maintain facilities, bus stops, shelters and benches. YCIPTA will provide signs, hardware and poles necessary for the CONTRACTOR to complete this responsibility.

CONTRACTOR shall be responsible for maintaining an inventory of bus stop signs, shelters, benches, trash cans and any other amenities and provide YCIPTA a quarterly

CONTRACTOR shall be responsible for facility maintenance of YCIPTA controlled facilities, including janitorial maintenance of the facilities.

21. Turnover of Vehicles: This procedure is designed to determine the condition of YCIPTA vehicles and equipment at the time of turnover between contractors. This Turnover Procedure shall be implemented toward the end of the current contract term and prior to the commencement of the new contract. At YCIPTA's option, a Turnover Inspection may be implemented with or without a change in contractors.

- a. Pre-Audit Meeting: The CONTRACTOR, the successor contractor, and YCIPTA (or its designee) shall meet approximately 60 days prior to turnover at the Facility. All parties shall be represented by authorized personnel at this Pre-Audit Meeting. The purpose of the Pre-Audit Meeting shall be to set guidelines for procedure during the Initial Audit. Procedures shall be agreed

upon and confirmed in writing by all parties within five (5) working days of the Pre-Audit Meeting.

- b. Initial Audit Meeting: The CONTRACTOR, successor contractor, and YCIPTA (or its designee) shall meet approximately 45 days prior to turnover. All parties shall be represented by authorized personnel at this Initial Audit. CONTRACTOR shall make available access to the YCIPTA provided facility and such personnel as necessary to move vehicles and operate the lift, if necessary. CONTRACTOR shall make available to YCIPTA (or its designee) all preventive maintenance inspection records, daily bus operator inspections; oil analyses test results and other records as appropriate. The CONTRACTOR, Successful Proposer, and YCIPTA (or its designee) shall cooperate fully during the Initial Audit as set forth in the guidelines determined at the Pre-Audit Meeting.

At this time, YCIPTA (or its designee) shall examine every coach under the CONTRACTOR's care, and determine its current condition. CONTRACTOR shall make available adequate facilities and equipment dedicated to accommodate the Initial Audit. All parties shall be provided the draft results of this inspection at the conclusion of the Initial Audit.

- c. Resolution of Deficiencies: After the Initial Audit, CONTRACTOR and YCIPTA (or its designee) shall meet to determine a plan and timeline for resolution of defects found during the Initial Audit. CONTRACTOR shall furnish YCIPTA with timeline and specific plan for resolution of deferred maintenance prior to Turnover. The "Resolution Plan" shall be submitted no less than thirty (30) days prior to the expected Turnover date.

CONTRACTOR shall address deficiencies identified from the audit. YCIPTA at its discretion may have the items repaired and deduct the cost of the repairs from the final invoice due to the CONTRACTOR at an hourly labor rate plus parts, materials, supplies and sublet as required to repair defects.

At five business days prior to turnover, YCIPTA (or its designee), CONTRACTOR, and the Successful Proposer, shall meet to physically re-examine every YCIPTA provided vehicle. Records shall be kept, and made available to YCIPTA (or its designee), documenting items that have been repaired since the Initial Audit. Current condition of every bus shall be determined. All parties shall be provided the draft results of this inspection at the conclusion of the Turnover Audit.

22. Vehicle Acceptance Standards: All YCIPTA vehicles will undergo a detailed inspection, performed jointly by representatives of YCIPTA and CONTRACTOR, prior to CONTRACTOR accepting any YCIPTA vehicle during a transition between contractors. YCIPTA and CONTRACTOR agree that YCIPTA vehicles will be

delivered to CONTRACTOR in good condition and with each vehicle meeting or exceeding the following specifications for the first 30 days of vehicle acceptance by CONTRACTOR:

- a. 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.
- b. 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.
- c. 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 of the same manufacturer and model. All tires will 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, balancing or curb damage.
- d. Vehicles shall contain a spare tire and wheel meeting the standards of the immediately preceding paragraph if the vehicle was so equipped when purchased by YCIPTA.
- e. Vehicle destination signs, if vehicles are so equipped, shall have all current route indicators and shall be in proper working order.
- f. All vehicle lights shall be in working order.
- g. All decals or painting identifying the vehicle with a prior contractor or other operator shall be removed prior to delivery and all paint damage from said removal shall be properly repaired.
- h. All vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
- i. 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.
- j. Vehicle engine shall be in proper operating condition. Proper condition shall be established through oil analysis and compression testing. If engine has been rebuilt, YCIPTA shall supply documentation of rebuilder and assure CONTRACTOR that engine rebuild meets manufacturers' specifications.
- k. Vehicle transmission shall be in proper operating condition, free from leaks, bad gears or slippage. If transmission has been rebuilt, YCIPTA shall supply documentation of rebuilder and assure CONTRACTOR that transmission rebuild meets manufacturer's specifications.
- l. 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.
- m. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturers' specifications.
 - n. All brake linings, drums and rotors shall meet manufacturers' specifications and shall have at least 50% life remaining as measured in 32nds of an inch from new. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
 - o. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted so as to not constitute a safety hazard.
 - p. 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.
 - q. 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.
 - r. 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.
 - s. Vehicles shall have a current preventive maintenance inspection including oil and filter change, transmission service, etc., in accordance with the requirements of CONTRACTOR in this Agreement and state requirements.
 - t. Vehicles will have all current required state inspection and registration certificates, if required.
 - u. Vehicles will be cleaned to the standards of this Agreement and shall be completely fueled. All other fluid levels shall meet manufacturers' requirements.
 - v. All vehicle repair and inspection records shall be delivered with the vehicles.
 - w. All glass shall be free from chips, scratches and cracks.
 - x. All suspension and steering components shall be within the manufacturer's wear limits specifications and free from cracks and leaks.
 - y. 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.

In the event the joint vehicle inspection reveals defects in the vehicles as specified in this section, then YCIPTA at its discretion may have the items repaired or authorize CONTRACTOR to repair the items at an hourly labor rate plus parts, materials, supplies and sublet as required to repair defects as negotiated between YCIPTA and CONTRACTOR. If necessary, additional maintenance personnel, with authorization from YCIPTA will be brought in to assist with completing repairs, their travel, meal and lodging expenses will also be paid by YCIPTA in accordance with the Internal Revenue Service per diem rates.

Upon completion of repairs, YCIPTA and CONTRACTOR 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 section.

D. Marketing and Public Relations Program

1. Marketing Organization: During the term of Agreement, CONTRACTOR will cooperate in marketing and advertising efforts with YCIPTA and other parties.
2. Marketing Identity: YCIPTA shall determine the identity and approve all marketing material. CONTRACTOR shall not distribute any materials that can be directly or indirectly associated with YCIPTA or the fixed-route or demand response services identified in Agreement, without the written approval of YCIPTA.

All printed, audio, or visual materials dealing with fares, demand response schedule(s)/pickup policies, promotional activities, public relations or other marketing communications materials distributed on board any vehicle must be approved by YCIPTA, in writing, in advance. From time to time, YCIPTA will supply CONTRACTOR with marketing materials for distribution on the vehicles. CONTRACTOR shall distribute such materials on the vehicles when asked to do so by YCIPTA.

CONTRACTOR may from time to time be required to provide a bus and bus operator to participate in YCIPTA sponsored marketing and public outreach activities. CONTRACTOR agrees to provide YCIPTA with up to 10 events, up to eight (8) hours each at no cost to YCIPTA.

3. Media Referrals: CONTRACTOR shall refer all media requests for information on the fixed-route or demand response services identified in the Agreement to YCIPTA's Transit Director. Under no circumstances shall CONTRACTOR make any contact with the media or offer comment regarding the services identified in the Agreement, without the written permission of YCIPTA Transit Director.
4. On-Board Notices: CONTRACTOR shall post YCIPTA provided and approved notices as directed by YCIPTA.
5. Schedules, Brochures, Maps and Other Marketing Material: CONTRACTOR shall be responsible for distributing YCIPTA transit materials (such as flyers, surveys and maps) to passengers, agencies, outlets, and on the vehicles, mail or other means as directed by YCIPTA. CONTRACTOR shall mail bus schedules, brochures, and other bus information items prepared by YCIPTA to customers who

request them. YCIPTA will furnish stamped envelopes to CONTRACTOR for this purpose.

6. Passenger Surveys: CONTRACTOR shall, when requested by YCIPTA, distribute surveys to passengers, and/or otherwise provide reasonable assistance in YCIPTA's monitoring and marketing activities.
7. On-vehicle Advertising and Postings: CONTRACTOR shall not post or otherwise distribute any materials on the vehicles unless specifically requested by YCIPTA and YCIPTA shall approve all materials prior to their distribution. Any revenue from posting or other distribution shall be YCIPTA's.
8. Community Engagement: CONTRACTOR, in agreeing to the terms and specifications of this Agreement shall be considered as an agent and representative of YCIPTA in its interactions with the community. As such, in the course and context of all work specified herein, the CONTRACTOR shall bear the same political responsibilities (e.g., to pursue justice, equity, inclusion and participation) to the citizens (i.e., all residents) it services as does YCIPTA itself. To this end, the CONTRACTOR shall develop and implement a plan for community engagement, including participation in the local chamber of commerce in the Yuma area and form relationships in the community in all matters related to transit planning and operations in cooperation with YCIPTA staff.

E. Administration, Reports, Accounting, and Audits

1. Administration: CONTRACTOR shall employ adequate executive, administrative, supervisory, operational, and bus cleaning personnel.
2. Reports: CONTRACTOR shall provide YCIPTA the following reports, based upon the identified schedule and in a form and format prescribed or approved by YCIPTA:
 - a. Daily Summary: Daily written summary of all fixed-route and demand response activity by program or mode based upon daily passenger count logs. CONTRACTOR shall provide reports no later than the next business day following the date of service. This report shall also describe anything out of the ordinary for that particular operating day including any passenger complaints. CONTRACTOR shall file report daily at end of each operating day via email to a distribution list that will be provided by YCIPTA.
 - b. Monthly Summary Report: CONTRACTOR shall provide written report no later than the fifteenth (15th) business day of the month following the end of the reporting period. The cover sheet for the report shall be on CONTRACTOR letterhead and be signed by the Operations Manager. The report shall be developed using YCIPTA provided software system and shall be provided in print and electronic formats. The electronic copy may be sent via the internet, if approved by YCIPTA.

- c. Inventory of Schedules/Transfers/Passes: CONTRACTOR shall provide a written monthly inventory of all schedules, brochures, transfers, passes and other marketing materials by the fifteenth (15th) business day of each month.
 - d. Fare Revenue: CONTRACTOR shall document all fares received and deposited in bank of YCIPTA's designation using YCIPTA-approved process. CONTRACTOR shall prepare the daily deposit bag of fares for Loomis to pick up and provide written report by e-mail to cmedel@ycipta.az.gov or any other person designated by YCIPTA's Transit Director, no later than one business day following the date of service.
 - e. Other Reports: CONTRACTOR shall provide other written reports (i.e., daily departure logs, unusual incident summaries, etc.) as required by YCIPTA. CONTRACTOR shall provide reports on a daily basis.
 - f. Dissemination of Data: CONTRACTOR shall not disseminate ridership, farebox, or other data or information to any party without prior written approval from YCIPTA or as required by law.
3. Accounting Practices: During the term of the Agreement, CONTRACTOR shall maintain its accounting records as they relate to the programs identified in the Agreement consistent with Generally Accepted Accounting Principles and in an YCIPTA-approved format.
 4. Compliance with Regulatory Agency Requirements: Services provided under the Agreement shall conform to all the requirements of Federal, State, and/or local regulatory agencies, including the U.S. Department of Transportation, if applicable.
 5. CONTRACTOR/YCIPTA Meetings: CONTRACTOR shall meet with YCIPTA as required by YCIPTA's Transit Director.

F. Changes to Level of Service

1. Basic Level of Service: The "basic level of service" is the amount of service, approximately 37,000 vehicle revenue hours for fixed-route service and 4,000 for demand response service, anticipated to be operated by the CONTRACTOR on a routine basis. Following the procedures described in this paragraph, YCIPTA, at its sole discretion, may increase, decrease, or otherwise change the service to be operated by the CONTRACTOR.
2. Emergency Adjustments in Service Level: Temporary emergency adjustments in service may be initiated either by YCIPTA or CONTRACTOR only in the event of an emergency or circumstance that requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a "substantial change" as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. YCIPTA shall specify steps to be taken by CONTRACTOR to notify passengers of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the

emergency adjustments made by CONTRACTOR. In making temporary emergency adjustments, should CONTRACTOR incur added expenses beyond those compensated under the primary terms of the Agreement, YCIPTA and CONTRACTOR shall negotiate a fair and equitable adjustment in compensation for service.

3. Non-Substantial Changes in Service Level: YCIPTA may order non-substantial increases, decreases or other alterations to the service upon written notice to CONTRACTOR. Said notice will specify the change(s) requested and the effective date(s). CONTRACTOR will be allowed thirty (30) days to implement non-substantial changes; however, YCIPTA shall endeavor to provide CONTRACTOR with earlier notice whenever possible. YCIPTA may also, from time-to-time, request minor miscellaneous transit service (i.e. tour of YCIPTA for new YCIPTA employees, group of senior citizens wishing to go on a field trip, school field trips, etc.) and provide one (1) week notice, whenever possible.
4. Substantial Changes in Service Level: Any proposed change in the service level shall be deemed "substantial" if such results in one or more of the following conditions:
 - An increase of 10% or more in total vehicle revenue hours, as computed from the Basic Level of Service;
 - A decrease of 10% or more in total vehicle revenue hours, as computed from the Basic Level of Service;
 - The cumulative total of non-substantial service changes over a period of time that results in a service level either more than 10% above, or 10% below the established Beginning Service Level.
 - The CONTRACTOR shall be given no less than thirty (30) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to adoption of such order. Such order shall not be effective sooner than thirty (30) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.
5. Compensation: The fixed and variable rates of compensation shall not be renegotiated during the base term of this Agreement subject only to the description of service level changes described herein and CPI adjustments described in Section 5 of the Agreement. CONTRACTOR shall be compensated following any substantial change to the service level according to Section 5 of the Agreement.
6. Changes in Subsidiary Duties: YCIPTA may request changes in CONTRACTOR's reporting requirements, training and safety programs, inventory requirements, testing procedures, personnel practices, and/or other operating details that do not result in changes to the service level. If CONTRACTOR declines such requests, or such request would result in a material increase in CONTRACTOR's costs or in the time required for performance, CONTRACTOR shall notify YCIPTA within seven (7) days after receipt of such request and shall submit a claim detailing such

objections and/or increases. The parties shall negotiate an equitable settlement of CONTRACTOR's claim, which reflects actual increases or decreases in CONTRACTOR's total costs to perform Agreement caused by the change in question.

G. Employee Qualifications and Training Program

1. Employee Qualifications: The following minimum qualifications will be required of those persons employed in the fixed-route and demand response services:
 - a. Bus Operator Instructors/Safety & Training Manager:
 - 1) Valid Class "B" or School Bus Operators License with necessary passenger endorsements and air brake endorsement.
 - 2) Valid Medical Certificate and passage of pre-employment drug test.
 - 3) One year recent experience in public transit or school bus driving or one year recent experience as public transit or school bus training instructor; Valid instructor training certificate consistent with "Train the-trainer" or other formal training program recognized by the State of Arizona and FTA including TSI and PASS certifications.
 - 4) Qualified to participate in third party testing through ADOT MVD.
 - 5) Bilingual (English & Spanish).
 - 6) Certified in First Aid & CPR.
 - b. Bus Operators/Maintenance Manager/Mechanics/Utility Workers:
 - 1) Valid Class "B" or School Bus Operators License with necessary passenger endorsements and air brake endorsement.
 - 2) Safe driving record.
 - 3) Valid Medical Certificate and passage of pre-employment drug test.
 - 4) Minimum of three (3) years of recent experience safely driving a motor vehicle with a valid license.
 - 5) Completion of CONTRACTOR bus operator training program.
 - 6) Bilingual (English & Spanish).
 - 7) Certified in First Aid & CPR.
 - c. Dispatchers/Transit Operations Supervisors:
 - 1) Completion of the bus operator training program. (Compliance with Section 2 below.)
 - 2) Completion of the road supervisor training program.
 - 3) Completion of CONTRACTOR's Customer Service Skills course.
 - 4) Bilingual (English & Spanish).
 - 5) Certified in First Aid & CPR.

d. In addition to those minimum qualifications listed in G(1)(b), maintenance personnel shall be required to possess the following minimum qualifications:

- 1) Maintenance personnel shall include two (2) or more Class “A” Technicians and two (2) or more Class “B” Technicians as defined below. “C” Technicians may fill a “B” Technician position for a period of no more than six (6) months with a written employee development plan.
- 2) Class “A” Technician:
 - a) Purpose of Position – Makes diagnostic tests and repairs on or to any vehicles assigned to the transit property in a reasonable time with minimal or no supervision or assistance.
 - b) Primary Job Functions – Performs diagnostic tests on all assigned vehicles and equipment; performs skilled Preventive Maintenance Service; services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment; and performs other duties as required.
 - c) Certified in both 608 and 609 A/C repairs.
 - d) Documented experience in the repair and maintenance of all types of automotive and transit equipment or an equivalent combination of training and experience.
 - e) Good knowledge of the repair, maintenance, and modifications of light and heavy gasoline and diesel powered equipment, including transit vehicles.
 - f) Ability to use all types of vehicle mechanic equipment and tools effectively and safely.
 - g) Familiar with use of repair manuals and parts books.
- 3) Class “B” Technician:
 - a) Purpose of Position – Makes diagnostic tests and repairs on or to most vehicles assigned to the transit property in a reasonable time with moderate assistance and guidance.
 - b) Primary Job Functions – Performs diagnostic tests on all assigned vehicles and equipment; performs skilled Preventive Maintenance Service; services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment; and performs other duties as required.
 - c) Certified in both 608 and 609 A/C repairs.
 - d) Documented experience in the repair and maintenance of all types of automotive and transit equipment or an equivalent combination of training and experience.

- e) Good knowledge of the repair, maintenance, and modifications of light and heavy gasoline and diesel powered equipment, including transit vehicles.
 - f) Ability to use most types of vehicle mechanic equipment and tools effectively and safely.
 - g) Familiar with use of repair manuals and parts books.
- 4) Class "C" Technician:
- a) Purpose of Position – An entry level position for trade school graduates and individuals that show general mechanical aptitude that will allow them to learn and practice diagnostic tests and repairs on or to most vehicles assigned to the transit property in a reasonable time with assistance from the manager or other class mechanics assistance and guidance.
 - b) Primary Job Functions – Learns and performs diagnostic tests on assigned vehicles and equipment; learns and performs skilled Preventive Maintenance Service; and with supervision, services and/or repairs all assigned transit vehicles, automobiles, and miscellaneous light and heavy mechanical equipment.
 - c) Ability to be certified in both 608 and 609 A/C repairs.
 - d) Graduate from a trade school or displays mechanical aptitude.
 - e) Understands the safe use of shop tools and equipment.
- 5) All maintenance personnel classified in any of the above shall also possess the following:
- a) Essential Knowledge and Skills
 - b) High school graduate or its equivalent.
 - c) Must possess a Commercial Driver's License or the ability to obtain one.
 - d) Must be able to pass an employment physical examination (pre-employment or renewal) including a substance abuse screening.
 - e) Clean driving record.
2. Bus Operator Training: CONTRACTOR shall provide training for all personnel employed to provide services pursuant to this Agreement. It is the sole responsibility of CONTRACTOR to ensure that all bus operators are fully knowledgeable of their duties and responsibilities and can operate a fixed-route or demand response vehicle in a safe and effective manner. It is also the CONTRACTOR's responsibility to provide additional training if the training requirements specified by YCIPTA are insufficient. CONTRACTOR shall comply with State of Arizona training requirements. At a minimum, training shall comply with the following requirements:

- 1) Class "C" bus operators, first-time Class "B" bus operators and "B"/school bus operators who have not had prior public transit/school bus training and at least nine (9) months actual transit/school bus driving experience over the previous two (2) years;
 - a) Acquisition of a valid Class "B" (or school bus driver operator's) license and Medical Certificate.
 - b) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, bus operator notices, vehicle components, bike rack use, radio procedures, vehicle inspection, pick-up lists and schedules, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and empathy.
 - c) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, assisting passengers who have disabilities, operation of lift with/without power, loading/tying down procedures and emergency procedures.
 - d) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while out of service.
 - e) Minimum sixteen (16) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.
 - f) Completion of bus operator training at least two (2) days before being allowed to drive in service unsupervised.
- 2) Class "B"/school bus operators (with a medical certificate) who have had at least nine (9) month's public transit or school bus driving experience over the previous two years, as well as proof of training and good references.
 - a) Minimum sixteen (16) hours classroom instruction regarding CONTRACTOR policies, procedures, defensive driving, vehicle code, bus operator notices, vehicle components, bike rack use, radio procedures, vehicle inspection, schedules, routes, transfer policies, fare collection, accident procedures, state rules and regulations, accident report writing, passenger handling and passenger empathy.
 - b) Minimum eight (8) hours classroom and supervised "hands-on" training regarding wheelchair lift components, assisting passengers who have disabilities, operation of lift with/without power, loading/tying down procedures, and emergency procedures.
 - c) Minimum eight (8) hours individual behind-the-wheel instruction from qualified driving instructor while out of service.
 - d) Minimum eight (8) hours individual behind-the-wheel instruction from a qualified driving instructor while in service.

- e) Completion of driving all routes at least twice before being allowed to drive unsupervised.
 - f) Completion of a customer service and sensitivity training program prior to entering service. Said training shall be conducted annually for all staff assigned to this Agreement.
- b. Additional training required for all bus operators, dispatchers and transit operations supervisors regardless of experience:
- 1) Written Route Knowledge Test: No bus operator shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of his or her assigned route.
 - 2) Written Fare Structure Test: No bus operator shall be allowed to operate in revenue service until he or she has successfully completed a written test demonstrating full knowledge of the system fare structure and fare instruments.
 - 3) Vehicle-type Training: No bus operator shall be allowed to operate equipment until he or she has been trained and signed off by a qualified instructor as to his or her successful attainment of the skills necessary to properly operate the vehicle type to which he or she has been assigned.
 - 4) A minimum of one hour safety/ongoing training must occur every month for every bus operator employed. CONTRACTOR will deliver meeting agendas and minutes to YCIPTA and the CONTACTOR will add items to the next meeting's agenda upon the request of YCIPTA.
 - 5) Training in understanding Title VI and Limited English Proficiency (LEP) as defined by the FTA.
 - 6) Bus operators employed by CONTRACTOR shall meet the requirements set forth in Sections 1.a. and 1.b. no later than October 31, 2018 or be suspended from YCIPTA service until they meet those requirements.
 - 7) Bus Operator Evaluations: Each bus operator employed shall be evaluated by a qualified instructor at least once every six (6) months, including in-service evaluation and license and medical certificate checks.
 - 8) Accidents: A CONTRACTOR qualified instructor shall ride with, perform an evaluation of, and retrain, if necessary, any bus operator who: (1) is involved in a preventable accident or (2) is involved in two (2) or more non-preventable accidents in any twelve (12) month period,
 - 9) Bus Operator Safety Award: CONTRACTOR shall institute an employee of the month, employee of the year and bus operator safety award program to be conducted at least once every six (6) months, including the provision of safe driving badges.
- c. Uniforms Dress Code, Appearance & Courtesy: CONTRACTOR shall provide and maintain clean, identical uniforms, to be approved by YCIPTA for all bus

operators, dispatchers, transit operations supervisor, utility workers and mechanics and shall enforce an appearance code, also subject to approval by YCIPTA.

- 1) At a minimum, uniform requirements shall include the following for all staff:
 - a) Clean, identical, solid color permanent press, polo shirts with stitched embroidery for YCAT logo, tucked in when worn. Maintenance personnel may have a jumpsuit or solid color permanent press button down shirt
 - b) Clean, identical, solid color jackets or windbreaker for all staff for use during cold or rainy weather with the YCAT logo.
 - c) Clean, identical, professionally made name tags **and** clip-on company/employee identification tags with the YCAT logo.
 - d) Clean, identical, solid color hat with stitched embroidery with YCAT logo.
- 2) CONTRACTOR shall also strictly enforce the following dress and appearance requirements:
 - a) All bus operators: Clean, dark, solid color, full-length pants, trousers or shorts; clean, dark, matching socks; and clean, dark, solid-color shoes..
 - b) All staff operating in revenue service shall comply with uniform and dress requirements and shall be clean and well groomed.
 - c) CONTRACTOR shall supervise all staff to ensure that they are courteous to all passengers at all times and respond to passengers' questions regarding use of the transit system or connecting systems accurately.
- d. Employee Work Rules: CONTRACTOR shall enforce the following employee rules, subject to modification by YCIPTA:
 - 1) Uniforms:
 - a) Must be complete and worn at all times when on duty.
 - b) Shall be clean and presentable at all times.
 - c) Uniform designs, colors and ID tags subject to YCIPTA approval.
 - 2) Gratuities/Fares:
 - a) Gratuities shall not be accepted.
 - b) All cash shall go into farebox without being handled by the bus operator. Bus operator shall collect fares consistent with the most recent fare structure adopted by YCIPTA.
 - 3) Knowledge of Services/Fare Structure:

- a) Bus operators, management, dispatchers and transit operations supervisors shall have a thorough knowledge of the service and fare structure prior to driving for that service unsupervised.
- b) Bus operators, management, dispatchers and transit operations supervisors shall also have a basic knowledge of transfer locations with connecting systems and knowledge of connecting systems.

H. General Rules

1. No employee will be permitted to smoke within twenty (20) feet of a bus or bus stop. No employee may eat or drink while driving or use a cellular telephone, pager, or other communication device while operating a YCIPTA revenue or non-revenue vehicle.
2. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.
3. While in uniform, or at work, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.
4. Bus operators shall be responsible to keep all vehicles clean and sanitary during their shift.
5. All employees are responsible for reporting immediately any defects a vehicle may have. Bus operators shall conduct a "walk around" pre-trip inspection of their vehicle, as well as a post-trip inspection, and fill out a "daily vehicle inspection" sheet. Bus operators shall have CONTRACTOR supervisor personnel resolve any doubt about the safety of a vehicle prior to operating the vehicle in service.
6. Employees may use vehicles only in accordance with their assigned duties.
7. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
8. No one shall be permitted to solicit on the vehicle with the exception of personnel specifically authorized to do so by YCIPTA.
9. No item longer than five (5) feet shall be allowed on the vehicle.
10. No animals, except service animals, shall be permitted on the vehicle, unless otherwise authorized in writing by YCIPTA.
11. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to the police, YCIPTA supervisory personnel, or other person(s) involved in the accident as required by law.
12. Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the bus operator, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.

13. No vehicle shall stop at an unsafe location. Whenever practical, demand response stops shall be made at a curb.
14. Backing of a vehicle is prohibited unless specifically authorized by dispatch. Bus operators must request the option to back a vehicle from dispatch prior to beginning the backing movement.
15. No vehicle shall be operated when its condition is unsafe or uncertain.
16. No bus operator shall operate the wheelchair lift:
 - a. Until he has received the mandated training; and
 - b. If there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result of using the lift. Wheelchair lift operation shall be in compliance with the methodology recommended by the Original Equipment Manufacturer (OEM).
17. Bus operators shall utilize the farebox system properly, recording ridership data in the format required by YCIPTA.
18. Bus operators shall not leave their vehicle unattended when passengers are on-board, except when needing to use a restroom, and the transmission is placed in park, the parking brake is set and the engine is turned off. Doors on unattended vehicles shall be kept closed and locked at all times. Bus Operators must inform and confirm with dispatch before leaving a bus unattended.
19. Demand response bus operators shall provide "hands-on" assistance to passengers with disabilities for boarding and unloading purposes if requested by passenger or passenger aide.
20. No vehicle shall be fueled while passengers are on-board.
21. Bus operators shall not be allowed to keep cellular phones, pagers or other electronic paging or communication devices on themselves, or in the vehicle while in revenue service, and contact from third parties shall be allowed only through dispatch and no direct contact by bus operators shall be permitted.

I. Positions, Wage Scale and Benefits

CONTRACTOR shall have a wage scale for each year of the Agreement with the bus operator starting wage for training and the bus operator's starting wage when the bus operator has completed the CONTRACTOR'S training program. YCIPTA recognizes the importance of wages and benefits to employee recruiting and retention. YCIPTA desires that the CONTRACTOR offers competitive wages and benefits to its staff and that are appropriate for the Yuma market.

At the minimum, the following positions must be included in this operation:

- Operations Manager
- Safety & Training Manager
- Maintenance Manager

- Transit Operations Supervisor/Dispatcher
- Utility Worker
- Mechanic
- Bus Operator

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Appendix B

Federal Clauses and Other Requirements

A. Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

B. Access to Records

Upon request, CONTRACTOR agrees to permit, and require its SUBCONTRACTORS to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, to inspect all Contract work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its SUBCONTRACTORS pertaining to the Agreement.

CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this agreement for a period of not less than three years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case CONTRACTOR agrees to maintain same until the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

C. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the USDOT, FTA, Master Agreement (FTA MA (9)) (the Master Agreement), between YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR failure to so comply shall constitute a material breach of this contract.

D. No Obligation by the Federal Government.

1. YCIPTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the 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 YCIPTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

E. Program Fraud and False or Fraudulent Statements or Related Acts.

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 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 Contract. Upon execution of the 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.
2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

F. Civil Rights

The following requirements apply to the 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 CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity: The following equal employment opportunity requirements apply to the 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 CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the performance of the Contract. 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, 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 CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- b. Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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.
 - c. Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR 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 CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

G. Reporting and Record Retention Requirements

1. Types of Reports: The CONTRACTOR agrees to submit to FTA the reports required by U.S. DOT administrative regulations for grants and cooperative agreements and any other reports the Federal Government may require.
2. Format Requirements for Reports: The CONTRACTOR agrees that all reports and other documents or information intended for public availability developed in the course of the Contract and required to be submitted to FTA must be prepared and submitted in electronic and or typewritten hard copy formats as FTA may require. Electronic submissions must comply with the electronic accessibility requirements

of Subsections 12.g. (9) and 15.s. of the Master Agreement. FTA reserves the right to require records to be submitted in other formats.

3. Record Retention: The CONTRACTOR agrees to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Contract as the Federal Government may require during the course of the contract term and for three years thereafter or longer as set forth in Section B, above.

H. Disadvantaged Business Enterprise

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in its performance of the Contract:

1. The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
2. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Contract Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

I. Incorporation of FTA 4220.1.F. Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1.F., dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA request, which would cause YCIPTA of Vacaville to be in violation of the FTA terms and conditions.

J. Application of Federal, State, and Local Laws and Regulations

1. Federal Laws and Regulations: Federal law or laws authorizing Contract approval control Contract implementation. The CONTRACTOR acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract on the date the authorized FTA official signs the Master Agreement or other awarding agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the CONTRACTOR executes the Master Agreement or other awarding agreement, and might apply to such agreement. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Contract at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision of the Master Agreement. To accommodate changing Federal requirements, the CONTRACTOR agrees to include notice in each agreement with each subCONTRACTOR and each third party CONTRACTOR participating in the Contract that Federal requirements may change and the changed requirements will apply to the Contract as required, unless the Federal Government determines otherwise. All standards or limits within the Master Agreement are minimum requirements, unless modified by FTA.
2. State, Territorial, and Local Law: Except when a Federal statute or regulation pre-empts State, local, or territorial law, no provision of the Master Agreement or Contract shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law. Thus if any provision or compliance with any provision of the Master Agreement or Contract violates State, territorial, or local law, or would require the CONTRACTOR to violate State, territorial, or local law, the CONTRACTOR agrees to notify FTA immediately in writing. Should this occur, FTA and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, terminate the Contract expeditiously.

K. Covenant Against Contingent Fees

Bonus or Commission CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Contract.

L. Prohibition on Gratuities

Code of Ethics The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements supported by Federal assistance. This code or standards of conduct shall provide that the CONTRACTOR officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any

present or potential CONTRACTOR or SUBCONTRACTOR. The CONTRACTOR may establish minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. This code or standards of conduct shall also prohibit the CONTRACTOR officers, employees, board members, or agents from using their positions in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR officers, employees, board members, or their agents, or by the CONTRACTOR, any SUBCONTRACTORS, or their agents.

1. Personal Conflicts of Interest: The CONTRACTOR's code or standards of conduct shall prohibit CONTRACTOR employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub-agreement supported by Federal funds if a real or apparent conflict of interest would be involved.
2. Organizational Conflicts of Interest: The CONTRACTOR's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party CONTRACTOR or SUBCONTRACTOR or impair its objectivity in performing the contract work.

M. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR under the Contract, with the following employee protection requirements for contract employees:

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

3. Withholding for Unpaid Wages and Assessments: The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and assessments as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts: The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.
5. Payrolls and Basic Records: Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Contract work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

N. Environmental Requirements

The CONTRACTOR recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal laws that may affect the Contract include: the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and scattered sections of 29 U.S.C.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and

Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.* The CONTRACTOR also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the CONTRACTOR agrees to comply, and assures the compliance of each SUBCONTRACTOR and each third party CONTRACTOR, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the CONTRACTOR. The CONTRACTOR agrees that those laws and regulations do not constitute the CONTRACTOR's entire obligation to meet all Federal environmental and resource conservation requirements.

1. Air Quality: The CONTRACTOR agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition:
 - a. The CONTRACTOR agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the CONTRACTOR agrees to implement each air quality mitigation or control measure incorporated in the Project. The CONTRACTOR further agrees that any project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the project described in the State Implementation Plan.
 - b. U.S. EPA also imposes requirements implementing the Clean Air Act, as amended that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, the CONTRACTOR agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Contract: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Highway Vehicles and Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy and Carbon-Related Exhaust Emissions of Motor Vehicles," 40 C.F.R. Part 600.
 - c. The CONTRACTOR agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606.
 2. Clean Water: The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* In addition:
 - a. The CONTRACTOR agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f *et seq.*
-

- b. The CONTRACTOR agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

O. Recycled Products

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

P. Lobbying Restrictions

The CONTRACTOR agrees to:

1. Refrain from using Federal assistance funds to support lobbying,
2. Comply, and assure the compliance of each third-party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
3. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

Q. Debarment and Suspension

The CONTRACTOR agrees to comply, and assures the compliance of each third-party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," within 2 C.F.R. Part 1200.

R. Transit Employee Protective Arrangements

If the Master Agreement or other awarding agreement indicates that transit employee protective arrangements required by U.S. DOL (Dept of Labor) apply to transit operations performed in connection with the Contract, the CONTRACTOR agrees to comply with the applicable requirements as follows:

1. Standard Transit Employee Protective Arrangements: To the extent that the Contract involves transit operations, the CONTRACTOR agrees to implement the Contract in compliance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Contract and that meet the requirements of 49 U.S.C. § 5333(b), and of the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are

identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which certification appears in the Master Agreement or other awarding agreement, and the CONTRACTOR agrees to implement the Contract in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Contract. The requirements of this subsection do not apply to projects for elderly persons or persons with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or to projects for non-urbanized areas that are authorized by 49 U.S.C. § 5311; separate requirements for those projects are contained in Subsections 24.d(2) and 24.d(3), respectively, of the Master Agreement.

2. Transit Employee Protective Arrangements for Projects for Elderly and Persons with Disabilities Authorized by 49 U.S.C. § 5310(a)(2): To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a public body sub-recipient under the Contract, the CONTRACTOR agrees to carry out the Contract in compliance with the terms and conditions determined by the U.S. Secretary of Labor as necessary to meet the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of transit employee protective arrangements to FTA, the date of which appears in the applicable grant agreement. The CONTRACTOR agrees to implement the Contract in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents that may be cited therein are incorporated by reference and made part of the Contract.
3. Transit Employee Protective Arrangements for Projects in Non-Urbanized Areas Authorized by 49 U.S.C. § 5311: The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.
4. The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

S. Substance Abuse

The CONTRACTOR agrees to comply with the following Federal substance abuse regulations.

1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 2 C.F.R, as modified by 41 U.S.C. §§ 702 *et seq.*
2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The CONTRACTOR agrees to establish and implement a drug

and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State oversight agency of California or Arizona, or YCIPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before January 1, to submit quarterly Management Information System (MIS) reports no later than the 15th of the month following the close of each quarter and to submit annual MIS reports before February to YCIPTA's representative. 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.

T. Charter Bus Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients 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 under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

U. School Bus Requirements

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

V. Privacy Act

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA

W. Fly America. (Transportation of persons or property by air)

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

X. Cargo Preference (use of U. S. flag vessel).

The CONTRACTOR 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 leading 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 YCIPTA (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Appendix C

Required Forms

<u>Form 1 Addendum Receipt</u>	II-94
<u>Form 2 Lobbying Certification</u>	II-95
<u>Form 3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters</u>	II-96
<u>Form 4 Non-Collusion Affidavit for CONTRACTOR</u>	II-98
<u>Form 5 Certification of Eligibility (Labor Standards)</u>	II-99
<u>Form 6 Certification of Primary Participant Regarding Responsibility Matters</u>	II-100
<u>Form 7 Certification Disadvantaged Business Enterprise Program/Equal Employment Opportunity</u>	II-101
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Form 13 Recommendation of Award II-108

Form 14 Protest Procedures..... II-109

Form 15 YCIPTA Transit Funding II-110

Form 1

Addendum Receipt

_____ (Name of CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

SIGNATURE

DATE

TITLE

COMPANY NAME

Form 2
Lobbying Certification

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 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.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (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 CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Date

Name and Title of CONTRACTOR'S Authorized Official

Form 3
Certification Regarding Debarment,
Suspension, and Other Responsibility Matters

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, YCIPTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to YCIPTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 3 CFR. You may contact YCIPTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by YCIPTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, YCIPTA may pursue available remedies including suspension and/or debarment.
10. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.180.995] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Form 3

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – (Continued)**

11. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

Form 4
Non-Collusion Affidavit for CONTRACTOR

STATE OF ARIZONA
COUNTY OF YUMA

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (SUBCONTRACTOR).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Yuma County, State of Arizona.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including its affiliates, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, owners, representatives, employees, or parties in interest, including its affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2013 at _____.

Signed: _____

Title: _____

Form 5
Certification of Eligibility (Labor Standards)

_____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE _____

DATE _____

TITLE _____

COMPANY NAME _____

Form 6
Certification of Primary Participant Regarding Responsibility Matters

The Primary Participant _____ (Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) 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 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

_____ Title _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary

_____ Date _____

Form 7
Certification Disadvantaged Business
Enterprise Program/Equal Employment Opportunity

In accordance with Title 49, Code of Federal Regulations, Part 23 and other applicable Disadvantaged Business Enterprise ("DBE") and Equal Employment Opportunity ("EEO") rules and regulations, the CONTRACTOR declares that it had made a good faith effort to comply with established DBE goals, and that it has made a good faith effort to meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: _____
2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR'S work force breakdown by race and gender:

TOTAL EMPLOYEES as of _____

JOB CATEGORY	EMPLOYEES									
	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers										
Professional										
Technical										
Sales										
Office/Clerical										
Craftsmen										
Laborers										
Service										

Note: The above DBE/EEO Affidavit is part of CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE _____ DATE _____

TITLE _____ COMPANY NAME _____

Form 8
Certification Regarding Alcohol Misuse and Prohibited Drug Use

1) As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR Part 655, Subpart I, the undersigned certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (9)), between Purchaser (YCIPTA) and FTA, as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Signature _____

Name _____

Date _____

Company Name _____

Title _____

Form 9

YCIPTA Provided Materials and Supplies

YCIPTA shall provide the CONTRACTOR the following equipment to be used for YCIPTA related business only:

- One central printer and scanner.
- One laptop for maintenance department use for diagnostics.
- One mini Laptop for reviewing on-bus security camera, plus associated speakers and equipment from REI for the on-bus security camera.
- Motorola dispatch radio system with five hand-held radio systems, 35 mobile units, one base station with base station power and microphone.
- Network system including wiring, hubs, switches, Internet modem, battery back for Internet modem.
- Cash and coin counting machines.
- Safe.
- Fans and swamp coolers
- All office furniture for use by Contractor staff, including desks, file cabinets, chairs, trash cans, tables, microwave oven, DVD player, televisions, bulletin boards, storage cabinets, key boxes, two hand trucks.
- Bus wash system.
- Credit card machine.
- 23 Buses and 4 Trolleys (with destination signs, fareboxes, security cameras, PA system, brochure racks, denominators, transfer cutters, wheelchair tiedowns, Yuma Sun racks, library racks), 3 Minivans, 3 Support Vehicles, 2 Support Trucks, 1 Pressure Washer and Trailer.
- Two full sets of keys to vehicles
- One set of keys to office furniture
- Luminator and Twin Vision destination sign programming equipment and cards.
- 20 Acufare Smart Card readers, fare selectors and associated cables.
- SPX Genfare small amount of electronic farebox parts and keys.
- Two (2) vehicle lifts.
- Bus stop signs, poles, infoposts, two post pounder and post remover.
- Bus shelters with benches, trash cans, map cases and solar panel lighting.
- Bus Facility with parking.
- Fuel for all vehicles.
- Parts Room shelving.
- Lock for access gate.

- Maintenance shop equipment and small amount of tools (Inventory will be provided at the Fleet and Facility Onsite Review).
- Diagnostic equipment for transmission and other vehicle components.
- Metal shipping containers for storage
- Dumpsters for refuse and recycling.
- Air compressor.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Form 10
Customer Service

Customer Service is a high priority to YCIPTA transit operations. Customer service is a priority element in the growth of YCIPTA.

YCIPTA prides itself on providing bus operators, dispatchers and management staff that integrate high quality customer service into daily operations, for the benefit of our transit passengers. It is understood that quality customer service leads to repeat patronage and is key to increasing YCIPTA ridership.

Bus operators not only operate YCIPTA transit vehicles, but also provide the essential contact/interaction with passengers. YCIPTA bus operators are YCIPTA's transit ambassadors to the public.

Dispatchers & Transit Operations Supervisors, more often than not, are the first YCIPTA staff members to make contact with a passenger requiring transit information. Providing high quality telephone based customer service to individuals inquiring about YCIPTA is critical to ensuring the patrons' transit trip is a success.

YCIPTA Management Staff (Contracted Operations Manager, Maintenance Manager and Safety & Training Manager) are integral in ensuring customer service is practiced and adhered to by bus operators, mechanics, utility workers and dispatches on a daily basis.

I hereby certify by my signature below that I have read and understand this declaration regarding Customer Service.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

**Form 11
Union**

YCIPTA bus operators, mechanics and utility workers belong to Amalgamated Transit Union Local 1433 ("Union"). CONTRACTOR is responsible for coordinating with the Union regarding collective bargaining negotiation and ensuring YCIPTA's compliance with FTA Section 5333(b) regarding Standard Transit Employee Protective Arrangements.

I hereby certify by my signature below that I have read and understand this declaration regarding Union.

In addition, I certify by my signature that I attest pursuant to this Request For Proposals, I and or my representatives have had the opportunity to request further information and clarification regarding Bus Operators Union during the following Request For Proposals activities:

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Form 12
Federal Transit Administration
Third Party Contracting Guidance
Request for Proposals

YCIPTA receives operating and capital funding through the Federal Transit Administration (FTA). As YCIPTA receives FTA funding, YCIPTA will utilize YCIPTA's Procurement Policy which incorporates Federal Transit Administration's Third Party Contracting Guidance, FTA Circular 4220.1.F., as the basis for YCIPTA transit service contract procurement.

I hereby certify by my signature below that I have read and understand this declaration regarding Federal Transit Administration Third Party Contracting Guidance:

- YCIPTA will utilize FTA's Third Party Contracting Requirements, FTA Circular 4220.1.F., Competitive Proposals (Request for Proposals) procurement guidance;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3. Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 1. When Appropriate, Subsection (1)(c). Price Alone Not Determinative, that ". . . *the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price:*" , that YCIPTA is not bound to award YCIPTA transit service contract to the lowest bidder;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3 Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 2. Procurement Procedures, Subsection f. Best Value, that "*the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient*", that YCIPTA is not bound to award YCIPTA transit service contract to the lowest bidder.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Form 13
Recommendation of Award

Upon completion of proposal analysis as outlined within YCIPTA's Procurement Policy, to determine which responsible firm submitted the most advantageous, "best value" proposal (defined by the Federal Transit Administration Third Party Contracting Requirements, Circular C 4220.1.F., as a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the "best value"), YCIPTA staff will notify in writing all vendors that submitted a qualified proposal of staff's recommendation of award to YCIPTA Board of Directors.

YCIPTA staff recommendation of award shall be clearly noted on the award notification letter as YCIPTA staff's recommendation.

YCIPTA staff recommendation of award will be provided to YCIPTA Board of Directors.

I hereby certify by my signature below that I have read and understand this declaration regarding Recommendation of Award.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Form 14
Protest Procedures

YCIPTA's Bid Protest Procedures outlines the protest procedures in the event a proposer wishes to submit a protest.

The bid protest procedure exists to investigate and resolve proposers' questions regarding the Request for Proposal process.

Proposers who wish to protest shall follow the prescribed protest procedures as outlined within YCIPTA Bid Protest Procedures.

I hereby certify by my signature below that I have read and understand this declaration regarding Protest Procedures and that a protest shall be conducted through the procedures as outlined within the Request for Proposals document.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Form 15
YCIPTA Transit Funding

YCIPTA transit system, YCAT, is funded through three primary sources 1) Local from member agencies and Miscellaneous activities funds ,2) Federal Transit Administration and 3) Arizona Department of Transportation Continuation of this Agreement is subject to annual appropriations from YCIPTA member agencies, Federal Transit Administration and the Arizona Department of Transportation as funding fluctuates from year to year.

I hereby certify by my signature below that I have read and understand this declaration regarding YCIPTA Transit Funding.

NAME OF PROPOSER: _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATE: _____

Appendix D

Best and Final Offer, Budget Detail and Staffing Pages

(These pages are to be attached here at time of Agreement award.)

Appendix E Incentives & Liquidated Damages

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
On-Time Departures, YCAT OnCall	On-time Demand response passenger pickups are important to YCIPTA. On-time definition: pickup occurring within a range of 15 minutes before to 15 minutes after the time specified on the passenger manifest.	A bonus of \$500 shall be paid monthly to the CONTRACTOR if 95% of scheduled pickups during the most recent three consecutive month period are within a range of 15 minutes before to 15 minutes after the time specified on the passenger manifest.	Liquidated damages of \$500 shall be paid by the CONTRACTOR if less than 90% of scheduled pickups during the most recent three consecutive month period are within a range of 15 minutes before to 15 minutes after the time specified on the passenger manifest.	Each month YCIPTA staff shall randomly select twelve (12) operating days for pick-up on-time performance analysis. The results of each three month period will be averaged to obtain the percentage of on-time pickups.
Operating Ahead of Schedule - Fixed-route	No bus shall depart any time point prior to its scheduled departure time.	None.	CONTRACTOR shall be assessed \$100 per incident when a bus in revenue service departs a YCIPTA scheduled time point before its scheduled departure time.	Random observations by YCIPTA staff, bus security camera recordings, GPS electronic real-time arrival system.
Passenger Productivity, YCAT OnCall	Passenger trips per vehicle hour (averaged over a three-month period) meets or exceeds 2.5 passengers per vehicle hour.	A bonus of \$500 shall be granted to CONTRACTOR if the passenger trips per vehicle hour exceeds 2.5 passengers per total vehicle hour each month.	None.	YCAT OnCall passenger trips per vehicle hour statistics compiled by the CONTRACTOR and presented in the CONTRACTOR's monthly management report.
Farebox Removal	CONTRACTOR shall remove all farebox receipts from revenue vehicles daily, count receipts, and deposit to YCIPTA account daily.	None.	\$200 for any occurrence of farebox receipts not being deposited per Agreement, in addition to recovery of farebox revenue.	Observations by YCIPTA staff and/or bank receipts.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Late Violations	YCIPTA routes should run on time unless circumstances beyond the CONTRACTOR's control prevent the CONTRACTOR from running the routes on time.	A bonus of \$500,00 shall be paid to the CONTRACTOR if all routes during the most recent three consecutive month period achieve a 95% or better on time performance rating.	<p>\$100.00 per occurrence shall be imposed if a Revenue Vehicle reaches the last timepoint of a Vehicle Trip more than ten (10) minutes following the scheduled departure time.</p> <p>\$100.00 shall be imposed for any Vehicle Trip that departs from the first timepoint of the Vehicle Trip in advance of any scheduled departure time or with a deviation of greater than two minutes after the scheduled departure time, except in cases where the previous Vehicle Trip does not arrive to the first timepoint of the next Vehicle Trip at or before the scheduled departure time for the departing Vehicle Trip, in which case two (2) minutes will be allowed.</p>	Random observations by YCIPTA staff, bus security camera recordings, GPS electronic real-time arrival system, reports from CONTRACTOR documenting on time performance.
Incomplete or Missed Trip	All scheduled YCIPTA services should operate as defined in the YCAT Rider's Guide, unless the CONTRACTOR has received a written exemption from the Transit Director.	None.	\$250.00 if any schedule fixed-route trip is missed.	Random observations by YCIPTA staff, bus security camera recordings, GPS electronic real-time arrival system, reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
ADA Compliance	CONTRACTOR shall ensure all staff is operating YCIPTA transit services in accordance with the Americans with Disabilities Act (49 C.F.R. Part 37, Subpart G). This includes, but is not limited to, calling out major intersections, and working wheelchair lifts and PA systems.	None.	\$250.00 if any violations occur.	Random observations by YCIPTA staff, bus security camera recordings, reports, customer complaints.
General Vehicle Maintenance	YCIPTA requires vehicles to be in operable condition minus normal wear and tear. To be considered operable all vehicle features shall have reasonable functionality and safety, heaters and HVAC equipment shall be fully functional.	\$250.00 per month if all vehicles are in an operable condition, free of defects, excluding normal preventative maintenance inspections.	\$100.00 per Vehicle per day will be imposed for each Revenue Vehicle in the fleet, by Vehicle type, that is inoperable and unavailable for service above the 20% standard. \$100.00 per occurrence shall be imposed if the heating or air-conditioning on a Revenue Vehicle fails to function properly while in Revenue Service and such Vehicle is not replaced with a fully functioning Revenue Vehicle within ninety (90) minutes of the initial report of the failure.	YCIPTA observations and reports, customer complaints.
Out-of-Service Vehicles	YCIPTA requires vehicles to be repaired in a timely manner.	None.	\$50.00 per Vehicle per day shall be imposed for any Revenue Vehicle unavailable for service more than thirty (30) consecutive calendar days due to any reason, unless otherwise approved by YCIPTA.	YCIPTA observations and reports.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Failure to respond to In-service Failures in a Timely Manner	YCIPTA requires mechanical breakdowns that occur in revenue service to be addressed in a timely manner to minimize passenger inconvenience.	None.	\$100 per occurrence shall be imposed if CONTRACTOR fails to report to YCIPTA within 24 hours, a valid mechanical breakdown or a Revenue Vehicle running out of fuel that results in a service failure or if CONTRACTOR fails to respond (by either a supervisor or mechanic physically reporting to the scene) to an in-service failure or interruption (such as the breakdown) of a Revenue Vehicle, and fails to provide a replacement Revenue Vehicle within thirty (30) minutes of the time the vehicle operator reports, or should have reported, the in-service failure of a revenue vehicle within the Yuma urbanized area.	YCIPTA observations and reports, customer complaints.
Improper Vehicle Appearance	YCIPTA requires clean vehicles whenever possible to provide the maximum customer comfort.	\$250.00 per consecutive three month period of no improper vehicle appearance violations.	\$100.00 per Vehicle shall be imposed if YCIPTA determines that CONTRACTOR has failed to maintain the cleanliness of a Revenue Vehicle in compliance with this Agreement and if detailing was not completed as defined in the Agreement.	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
On-Board Equipment	YCIPTA requires all on board equipment to be operable and used correctly.	None.	<p>\$100.00 per occurrence per day shall be imposed if a wheelchair lift, kneeling device, or manual or electric destination sign fails to operate correctly, or incorrect sign use, either in Revenue Service or when requested by an authorized representative of YCIPTA.</p> <p>\$50.00 per occurrence shall be imposed for failure of the CONTRACTOR to report to YCIPTA failure of or defects in the on-board camera system, smart card system, wi-fi system or any other electronic feature installed on a Revenue Vehicle, within twenty-four (24) hours after the failure of the system or discovery of the defect.</p> <p>\$50.00 per occurrence if a bus operator fails to properly log on prior to leaving the bus yard, while operating during a run or at the beginning of the run, NextBus, wi-fi, Acufare, Farebox or any other electronic feature installed on the bus that requires a log in.</p>	YCIPTA observations and reports, customer complaints.
Failure to Enforce Fare Policies.	CONTRACTOR should follow the YCIPTA approved fare policy.	None.	\$25.00 per occurrence shall be imposed if a vehicle operator fails to apply and enforce the fare collection policies of YCIPTA.	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Failure to Meet Security Requirements	YCIPTA requires all facilities and assets to be secured and monitored. This includes, but is not limited to: tracking employee key fobs, access to facilities, key control, turning off vehicles when not in use, storage of keys, tracking of fuel cards, passes, revenue received, etc.	None.	\$100.00 per day shall be imposed if CONTRACTOR fails to respond within five (5) days to YCIPTA's notice that the CONTRACTOR has not complied with the security requirements of the Agreement with an immediate action plan to correct the deficiencies noted by YCIPTA.	YCIPTA observations.
Failure to Report an Accident in a Timely Manner	YCIPTA requires all accidents to be reported immediately, and in no event more than one (1) hour after the accident.	None.	\$250.00 per accident shall be imposed if CONTRACTOR fails to notify YCIPTA within 24 hours of an accident involving damage to a Vehicle, property damage, or personal injury, or fails to provide specific follow-up details to YCIPTA within 24 hours after the accident.	Reports, YCIPTA observations.
Failure to Maintain the Staffing and Personnel Plan	YCIPTA expects all positions to be filled and positions that are not filled to be filled as soon as possible.	None.	Failure to provide a replacement for a Key Personnel position shall result in a deduction of the amount of the salary and benefits of the individual from YCIPTA payment to CONTRACTOR until position is filled and approved by YCIPTA. \$250.00 per day shall be imposed if CONTRACTOR fails to provide any scheduled service due to a shortage of operators.	Reports, YCIPTA observations.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
			In the event that a key personnel position remains unfilled for more than thirty (30) days, then the fixed monthly charge shall be reduced by the then current salary amount for that position until the position is filled. For the purposes of this paragraph, key personnel positions include Operations Manager, Safety and Training Manager, and Maintenance Manager.	
Failure to Provide Timely Relief	YCIPTA routes should run on time unless circumstances prevent the CONTRACTOR from running the routes on time that are beyond CONTRACTOR's control.	None.	\$25.00 per occurrence shall be imposed if a Revenue Vehicle is delayed (for more than three minutes beyond the scheduled departure time) due to late arrival of the mid-block shift relief. This performance damage will be assessed in addition to other performance damages which may be imposed for late or missed trips as specified in this Agreement.	YCIPTA observations and reports, reports, customer complaints.
Route Deviations	CONTRACTOR shall follow routes as established by YCIPTA whether they are deadhead or revenue.	None.	\$50.00 per occurrence shall be imposed if a Revenue Vehicle deviates from the transit or deadhead route described in the route descriptions issued to CONTRACTOR, without authorization from YCIPTA or direction from an on-duty dispatcher authorized to make	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
			such decisions to respond to detours, traffic accidents, or other non-routine events. YCIPTA will consider the appropriateness of the actions of the operator in the circumstances presented in imposing any such performance damage.	
Failure of Vehicle Operators to Maintain Approved Uniform Appearance	YCIPTA expects CONTRACTOR to ensure that YCIPTA uniform standards are met.	None.	\$50.00 per occurrence shall be imposed if a vehicle operator is found out of uniform during Revenue Service, or is otherwise in violation of YCIPTA's written standards for appearance.	YCIPTA observations and reports, customer complaints.
Failure to Maintain Current Information Postings	YCIPTA expects that accurate information is posted on vehicles, bus shelters and other YCIPTA assets	None.	\$50.00 per occurrence shall be imposed for failure to post, remove, replace or maintain current Car Cards, Rider Alerts, Rider's Guide, or other YCIPTA approved publications and announcements.	YCIPTA observations and reports, customer complaints.
Failure to Maintain Road Supervision Staffing Levels	CONTRACTOR shall provide at least four (4) hours of road supervision activities at random times daily with Transit Operations Supervisor staff.	None.	\$100.00 per occurrence shall be imposed for every failure by CONTRACTOR to follow the Agreement in regard to road supervision by Transit Operations Supervisors.	YCIPTA observations and reports, customer complaints.
Failure to Correctly Assign Revenue Vehicles	YCIPTA expects CONTRACTOR to assign proper vehicles to routes to prevent overcrowding or other operational issues.	None.	\$250.00 per occurrence shall be imposed for every occurrence in which CONTRACTOR assigns the wrong vehicle type to a block.	YCIPTA observations and reports.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Customer Complaints	YCIPTA expects the CONTRACTOR to provide exceptional customer service.	\$500.00 for each month that YCIPTA receives three or less verifiable customer complaints about service elements under contractor's control, including, but not limited to, bus operator discourtesy to passengers.	\$250.00 per month if there are six or more verified customer complaints as determined by YCIPTA	YCIPTA observations and reports, customer complaints.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Vehicle Preventive Maintenance On-Time Performance	<p>CONTRACTOR shall maintain a ninety percent (90%) or above on-time percentage for vehicle preventive maintenance inspections scheduled and completed as measured within ten percent (10%) of the previous scheduled vehicle maintenance inspection as outlined in CONTRACTOR's vehicle maintenance plan or OEM requirement. For example, a Preventive Maintenance ("PM") with a 6,000 mile interval may be done 300 miles before or 300 miles after the actual mileage due or a PM with a 60-day interval may be done three (3) days before to three (3) days after the actual date due. CONTRACTOR shall provide a list generated of all completed vehicle preventive maintenance inspections on a monthly basis.</p>	None.	<p>Failure to achieve the performance standard shall result in liquidated damages as follows:</p> <ol style="list-style-type: none"> <li data-bbox="1232 407 1623 467">1. 89.99% - 80% \$1,000.00 <li data-bbox="1232 500 1623 560">2. 79.99% - 70% \$1,500.00 <li data-bbox="1232 592 1623 652">3. 69.99% and below \$2,000.00 	YCIPTA observations and reports.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Missed Preventive Maintenance Inspection/Service	<p>A PM inspection will be considered missed if not completed as measured within twenty-five percent (25%) of the previous scheduled vehicle maintenance inspection as outlined in CONTRACTOR's vehicle maintenance plan or OEM Requirement. A PM may also be considered missed if one (1) or more significant steps are missed during the PM Service or Inspection.</p> <p>Examples of a significant step include, but not limited to, failure to complete a post service test drive withy brake efficiency test, failure to obtain the required fluid sample, failure to complete and/or document a complete brake system service, failure to fully service HVAC system, or failure to fully service wheelchair lift.</p>	None.	Failure to achieve the performance standard shall result in liquidated damages of \$1,000.00 for each Missed Preventive Maintenance Inspection/Service.	YCIPTA observations and reports.
Annual DOT Inspection	<p>CONTRACTOR shall complete the required DOT Annual Inspection for each YCIPTA vehicle within the calendar month due. For example, an annual inspection last completed in November of the previous year, must be completed in the calendar month of November of the following year.</p>	None.	Failure to achieve the performance standard shall result in liquidated damages of \$250.00 per day that the inspection is completed, plus \$1,000.00 per day for any day the vehicle was operated in service with an expired annual inspection.	YCIPTA observations and reports.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Inspection Repairs / Follow Up Repairs	Vehicle defects noted during operator inspection, technician inspection or quality assurance inspection must be repaired as indicated. All safety deficiencies must be corrected within five (5) working days of the inspection and before the vehicle is put back into service. All other deficiencies must be corrected as follows: i) mechanical deficiencies within seven (7) calendar days of the inspection; ii) paint/body/aesthetic deficiencies within thirty (30) days of the inspection; and iii) on-board system deficiencies prior to the vehicle's return to service (i.e. wheelchair lift/ramp, kneeling feature, destination signs, PA system, or security systems/cameras).	None.	Failure to achieve the performance standard shall result in liquidated damages of \$100.00 per day until repairs are completed.	YCIPTA observations and reports.

Performance Measure	Standard	Incentive	Liquidated Damages	Monitoring
Total Miles Between Road Calls	A road call is any disruption of service caused by a mechanical failure which results in the dispatch of a maintenance or supervisory vehicle to correct and/or the removal or replacement of the motor vehicle while in Revenue Service. CONTRACTOR shall document total miles (deadhead and Revenue) as recorded between road calls on a monthly basis. The performance standard is 11,000 total miles or more between road calls for October through March, and 9,500 total miles or more between road calls for April through September.	None.	<p>Failure to achieve the performance standard shall result in liquidated damages as follows:</p> <ol style="list-style-type: none"> 1. October through March: <ol style="list-style-type: none"> i. 10,999 – 9,000 \$1,000.00 ii. 8,999 – 7,000 \$1,500.00 iii. 6,999 and below \$2,000.00 2. April through September: <ol style="list-style-type: none"> i. 9,499 – 7,500 \$1,000.00 ii. 7,499 – 5,500 \$1,500.00 iii. 5,499 and below \$2,000.00 	YCIPTA observations and reports.

PART III – EXISTING TRANSIT SYSTEM CONDITIONS

A. DESCRIPTION OF SERVICES

YCAT provides fixed-route and demand responsive bus service throughout southwestern Yuma County including the cities of Yuma, San Luis, Somerton, Town of Wellton, Cocopah Indian Reservations and unincorporated communities of Yuma County, including Gadsden, Liguarta and Fortuna. Additional services are provided to Winterhaven and El Centro, CA and the Quechan/Fort Yuma Indian Reservation. You can count on YCAT to provide transit services - Monday through Friday from 5:25 a.m. to 8:30 p.m. and Saturday from 9:30 a.m. to 6:30 p.m. with limited evening services to Arizona Western College, Northern Arizona University and University of Arizona and other specific Yuma County and eastern Imperial County destinations until 11:00 p.m. on weekdays. There is no service and office is closed on Sunday on New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Saturday schedule for day after Thanksgiving, Christmas Eve and New Years Eve.

Most routes meet at the Downtown Yuma Transit Center on 3rd Street and Gila Street, Cocopah Casino Resort, El Centro Regional Bus Transfer Terminal on State Street and 14th Street in El Centro (transfer to Imperial Valley Transit routes), Arizona Western College, and Walmart at the corner of 26th Street and Avenue B in Yuma, also known as the West Yuma Transfer Hub.

Transit system route maps and on call service area can be found at:

<https://www.ycipta.org/system-map.html><https://www.ycipta.org/ycat-oncall-service-map.html>The system fixed-routes are described below:

Orange Route 2- Colleges/Fortuna Foothills - Downtown Yuma Transit Center to Arizona Western College/Northern Arizona University/University of Arizona via East Yuma.

Brown Route 3 - Fortuna Foothills Shuttle - Service within Fortuna Foothills with timed transfers to Orange Route 2 at Arizona Western College/Northern Arizona University/University of Arizona.

Green Route 4 - Central Yuma Circulator - Clockwise Loop throughout the City of Yuma via Pacific Avenue.

Green Route 4A - Central Yuma Circulator - Counter Clockwise Loop throughout the City of Yuma via Avenue B.

Blue Route 5 - Quechan Shuttle Service throughout the Quechan/Fort Yuma Indian Reservation serving Paradise Casino, Quechan Casino Resort, Andrade and Winterhaven, CA as well as Downtown Yuma.

Purple Route 6A - Avenue A - Cocopah RV Resort and North Cocopah Reservation to West Cocopah Reservation via East Cocopah Reservation (southbound only).

Gold Route 8 - Interstate 8/Wellton - Arizona Western College/Northern Arizona University/University of Arizona to Wellton via Interstate 8 and Fortuna Foothills.. **(Operates Monday - Friday only)**

Silver Route 9 – A South County AWC Connector - Arizona Western College/Northern Arizona University/University of Arizona to San Luis via SR 195. **(Operates Monday-Thursday when college is in session)**

Turquoise Route 10 - Interstate 8/El Centro/Yuma - Downtown Yuma Transit Center via Paradise Casino and Winterhaven to Downtown El Centro. **(Operates Monday and Wednesday only)**

Yellow Route 95 - Highway 95 South - Downtown Yuma Transit Center to San Luis via Somerton, Cocopah Casino, and Gadsden.

NightCAT - Night time shuttle from Arizona Western College/Northern Arizona University/University of Arizona and specific other destinations in Yuma County and eastern Imperial County. **(Operates when college is in session).**

YCAT OnCall - ADA complementary paratransit service for persons with disabilities unable to ride YCAT buses due to a disability.

B. SUMMARY OF SERVICE SUPPLIED FY2016-2017

Total Hours and Miles

YCAT Revenue Miles Summary				YCAT Deadhead Miles Summary				YCAT Total Miles Summary			
Route	Weekday	Saturday	Totals	Route	Weekday	Saturday	Totals	Route	Weekday	Saturday	Totals
Brown 3	53,899	1,401	55,300	Brown 3	5,510	516	6,027	Brown 3	59,409	1,917	61,326
Gold 8	15,606	-	15,606	Gold 8	4,958	-	4,958	Gold 8	20,564	-	20,564
Green 4	48,328	5,441	53,769	Green 4	2,044	392	2,436	Green 4	50,372	5,833	56,205
Green 4A	33,624	-	33,624	Green 4A	2,412	-	2,412	Green 4A	36,036	-	36,036
Blue 5	60,946	7,187	68,133	Blue 5	2,724	292	3,016	Blue 5	63,670	7,479	71,149
Purple 6	133,257	8,794	142,051	Purple 6	8,687	967	9,654	Purple 6	141,944	9,761	151,705
Silver 9	31,049	384	31,433	Silver 9	24,081	-	24,081	Silver 9	55,130	384	55,514
Turquoise 10	23,052	257	23,309	Turquoise 10	1,127	13	1,140	Turquoise 10	24,179	270	24,449
NightCAT	24,685	2,573	27,258	NightCAT	9,243	-	9,243	NightCAT	33,929	2,573	36,502
Orange 2	51,577	4,920	56,497	Orange 2	2,894	235	3,129	Orange 2	54,471	5,155	59,626
Yellow 95	158,504	26,220	184,724	Yellow 95	23,864	4,758	28,621	Yellow 95	182,367	30,978	213,346
	GENERAL TOTAL		691,703		GENERAL TOTAL		94,718		GENERAL TOTAL		786,421
	634,527	57,177	691,703		87,545	7,173	94,718		722,072	64,349	786,421
TC 559 Yuma YCAT Revenue Hours Summary				TC 559 Yuma YCAT Deadhead Hours Summary				TC 559 Yuma YCAT Total Hours Summary			
Route	Weekday	Saturday	Totals	Route	Weekday	Saturday	Totals	Route	Weekday	Saturday	Totals
Brown 3	2,295.67	84.20	2,379.87	Brown 3	184.41	14.52	198.93	Brown 3	2,480.08	98.72	2,578.80
Gold 8	572.07	-	572.07	Gold 8	125.17	-	125.17	Gold 8	697.23	-	697.23
Green 4	3,125.03	330.21	3,455.24	Green 4	116.26	20.04	136.30	Green 4	3,241.29	350.26	3,591.54
Green 4A	2,784.27	-	2,784.27	Green 4A	141.54	-	141.54	Green 4A	2,925.81	-	2,925.81
Blue 5	2,785.38	309.33	3,094.71	Blue 5	175.55	16.73	192.28	Blue 5	2,960.93	326.06	3,287.00
Purple 6	5,487.76	312.20	5,799.96	Purple 6	384.77	22.40	407.18	Purple 6	5,872.54	334.60	6,207.14
Silver 9	1,029.28	-	1,029.28	Silver 9	945.48	-	945.48	Silver 9	1,974.76	-	1,974.76
Turquoise 10	605.79	-	605.79	Turquoise 10	70.17	-	70.17	Turquoise 10	675.96	-	675.96
NightCAT	901.12	-	901.12	NightCAT	383.42	-	383.42	NightCAT	1,284.53	-	1,284.53
Orange 2	2,850.58	272.22	3,122.80	Orange 2	215.78	19.50	235.28	Orange 2	3,066.37	291.72	3,358.08
Yellow 95	12,733.39	1,347.65	14,081.04	Yellow 95	960.70	164.46	1,125.16	Yellow 95	13,694.09	1,512.11	15,206.20
	GENERAL TOTAL		37,826.15		GENERAL TOTAL		3,960.90		GENERAL TOTAL		41,787.05
	35,170.35	2,655.81	37,826.15		3,703.24	257.65	3,960.90		38,873.59	2,913.46	41,787.05

C. ESTIMATED VEHICLE REVENUE HOURS FY 2017-18

Route	Annualized
Orange 2	3,504.85
Brown 3	2,044.38
Green 4	3,158.03
Green 4A	2,510.75
Blue 5	2,589.30
Purple 6A	5,607.45
Gold 8	713.80
Silver 9	935.13
Turquoise 10	553.33
Yellow 95	10,815.27
Night CAT	454.00
Grand Total	32,886.30
Budgeted Hours	37,000.00
OnCall	Annualized
YCATOnCall	4,000.00
Total	4,000.00
Budgeted Hours	4,000.00

D. FLEET LIST

Bus #	LIC. PLATE #	MAKE	MODEL	Pass Cap	VIN NUMBER	IN SERVICE DATE	Age	Mileage 12/31/17
Y140	G414GT	1999 Ford F250	Shop Service Truck	3	1FDNF20L6XEE98532	4/1/2000	17.7	184807
Y139	G411GT	2001 Ford F250	Pick Up Truck	3	1FTNF20L91EB51255	8/1/2001	16.3	245435
Y141	G766GV	Freightliner	Specialty Trolley	30	4UZAB0BV16CW69985	9/1/06	11.3	193082
Y142	G767GV	Freightliner	Specialty Trolley	30	4UZAB0BV66CW69982	9/1/06	11.3	156362
Y143	G7686V	Freightliner	Specialty Trolley	30	4UZAB0BV86CW69983	9/1/06	11.3	225993
Y144	G339FT	Freightliner	Specialty Trolley	30	4UZAB0BVX6CW69984	9/1/06	11.3	129014
D116	G039GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FL8ADA11196	1/25/2010	7.9	242158
D117	G652GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FL1ADA11198	1/25/2010	7.9	311130
D118	G038GK	2010 Ford E350	ENC Aerolite	8+2	1FDEE3FLXADA11197	1/25/2010	7.9	274032
D121	G035GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FL1SDS11203	1/25/2010	7.9	223004
D122	G653GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FL8ADA11201	2/4/2010	7.8	220512
D123	G034GK	2010 Ford E350	ENC Aerolite	6+2	1FDEE3FLXADA11202	2/4/2010	7.8	238180
Y096	G440GK	2006 Freightliner/ENC	MB55/MST II	34	4UZAACBW06CX62414	7/25/2006	11.4	450264
Y124	G448GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1958F414608	2/24/2010	7.8	464752
Y125	G446GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1948F414809	2/24/2010	7.8	370403
Y126	G655GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1928F414226	2/24/2010	7.8	433675
Y127	G650GK	2010 Chevy C5500	ENC Passport	32	1GBJRU1948F414082	2/24/2010	7.8	415593
Y129	G045GK	2010 Chevy C5500	ENC Passport	32	1GBJ5V19X9FY00601	3/5/2010	7.8	422191
Y130	G044GK	2010 Chevy C5500	ENC Passport	32	1GB15V1909F400090	3/5/2010	7.8	436671
Y131	G043GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1918F414587	2/24/2010	7.8	415438
Y132	G042GK	2010 Chevy C5500	ENC Passport	32	1GBJ5U1948F414793	2/24/2010	7.8	433859
Y133	G595GM	2013 Ford Focus	Focus 4 Door	4	1FADP3E23DL153524	11/1/2012	5.1	49258
Y134	G596GM	2013 Ford Focus	Focus 4 Door	4	1FADP3E21DL153523	11/1/2012	5.1	60610
Y135	G596GM	2013 Ford Focus	Focus 4 Door	4	1FADP3E2XDL159336	1/17/2013	4.9	30574
Y137	G766GN	1997 New Flyer	D40F	39	1FYD2LL01VU017115	12/17/2013	4.0	756,337
Y138	G767GN	1997 New Flyer	D40F	39	2FYD2LLO7TUO16557	2/10/2014	3.8	176,279

Y149		1997 New Flyer	D40LF	39	5FYD2LL06VU018057	8/8/2017	4.0	652,919
Y146	G529HE	2015 Dodge	Grand Caravan	6	2C7WDGBG1FR702932	5/28/2015	2.6	32,054
Y147	G417HL	2015 Dodge	Amerivan	6	X7WDGBG8FR703526	11/23/2015	2.1	33,811
Y148	G428HS	2014 Braun	Entervan	6	2C7WDGB4ER432222	5/4/2016	1.6	14,320
150	158217T	2016 ARBOC	Freightliner	34	4UZAEJDU3GCHS6595	8/10/2017	0.5	9,229
151	158211T	2016 ARBOC	Freightliner	34	4UZAEJDU9GCHS6598	8/10/2017	0.5	7,867
152	174924T	2016 ARBOC	Freightliner	34	4UZAEJDU3GCHH0382	8/10/2017	0.5	19,008
Y200	G155HO	2016 Gillig	Low Floor	39	15GGD2719G1185353	5/19/2016	1.6	118,944
Y201	G154HP	2016 Gillig	Low Floor	39	15GGD2710G1185354	5/19/2016	1.6	118,057

E. VEHICLE USAGE BY TIME OF DAY

Route	AM	Midday	PM	Saturday	AM	Midday	PM	Saturday
4 and NightCAT	Large or Trolley	Large or Trolley	Large or Trolley	Large or Trolley	1	1	1	1
4A and NightCAT	Large or Trolley	Large or Trolley	Large or Trolley	Large or Trolley	1	1	1	0
3 and 8	Small, Medium or Trolley	Small, Medium or Trolley	Small, Medium or Trolley	Small, Medium or Trolley	1	1	1	1
5	Medium	Medium	Medium	Medium	1	1	1	1
6A	Large (128) or Trolley	Large (128) or Trolley	Large (128) or Trolley	Large (128) or Trolley	2	2	2	1
9	Large	Large	Large	Large	1	0	1	0
10	Large or Medium	Large or Medium	Large or Medium	Large	1	0	1	1
95/2	EZ Rider II, New Flyer or Large	EZ Rider II, New Flyer or Large	EZ Rider II, New Flyer or Large	EZ Rider II, New Flyer or Large	4	4	4	4
95/2 Peak	Large	Large	Large	Large	2	0	2	0
YCAT OnCall	Small or Minivan	Small or Minivan	Small or Minivan	Small or Minivan	2	2	2	1

F. YUMA COUNTY AREA TRANSIT SERVICE SUMMARY – EFFECTIVE AUGUST 18, 2014

Route Number/Name	Type of Route	Headway	Peak Buses	Service Hours	Where Does Route Go?
Orange Rte 2 East Yuma/Colleges (Clockwise)	Urban Fixed Route	60 min	1	6:20 am to 8:15 pm Monday- Friday 10:20 am to 6:21 pm - Saturday	Service from Downtown Yuma Transit Center via East 8th St, S. Castle Dome Pkwy (Yuma Palms), S. Pacific Ave, E. 24th St, S Ave 3E, E 32nd St, Araby Rd, E. 24th St to/from Arizona Western College (AWC)/Northern Arizona University (NAU)/University of Arizona (UA)
Brown Route 3 Fortuna Foothills Shuttle	Urban Flex Route	60 min	1	7:57 am to 6:24 pm Monday- Friday. Some trips via Route 8 NO Saturday service	Service from Arizona Western College (AWC)/Northern Arizona University (NAU), University of Arizona (UA) to the Fortuna Foothills in a point deviation checkpoint type of service.
Green Route 4 & 4/A Central Yuma Circulator via Pacific Avenue (Two way loop)	Urban Fixed Route	60 mi.	1	Route 4 - 6:53 am to 6:48 pm and Route 4A - 6:58 am to 5:53 pm Monday-Friday Route 4 - 9:53 am to 3:48 pm Saturday	Route 4 service clockwise within Yuma from Downtown Yuma Transit Center via S. Redondo Center Pkwy, E. 16th St, S. Pacific Ave, Yuma Airport, W. 32nd St, S Ave A, West Yuma Transfer Hub at Walmart on 26th St at Ave B, W. 24th Street, S Ave C, W. W 16th St, S Avenue B, W. 3rd St back to downtown Yuma. Route 4A service counterclockwise on same route, except via S. Arizona Ave and E 24th St rather than S. Pacific Ave, and eastbound deviation via Catalina Drive eastbound off W 32nd St.
Blue Route 5 Quechan Shuttle	Rural Fixed Route	60 min	1	7:19 am to 6:11 pm Monday-Friday 10:19 am to 4:11 pm Saturday	Two-way service within the Fort Yuma Indian Reservation and Winterhaven, from Paradise Casino via Picacho Road and I-8 to Andrade Port of Entry, Downtown Yuma Transit Center, Quechan Resort Casino. 5 trips serve Andrade weekdays, 3 trip Saturdays.
Purple Route 6A Avenues A & C Cocopah Shuttle	Rural Fixed Route	60 min Mon-Fri 3 round trips Saturdays	2	6:57 am to 6:30 pm Monday-Friday 3 round trips Saturdays from 10:57 am to 4:02 pm	From North Cocopah Reservation via Riverside Drive, Ave C, 8th St, Ave A, 24th St to West Yuma Transfer Hub at Walmart on 26th St/Ave B, Cocopah Casino, Somerton, East and West Cocopah Reservations. Two way service.
Gold Route 8 Interstate 8/Wellton	Rural Flex Route	2 round trips	1	6:55 am to 7:52 am; 2:57 pm- 4:52 pm Monday-Friday	Deviated fixed route service from AWC/NAU/UA, Fortuna Foothills and on request to Ligurta Station.
Silver Route 9 San Luis-AWC Connector	Rural Fixed Route	3 am and 2 pm trips	2	5:46 am to 9:15 am/3:15 pm- 6:16 pm Monday- Thursday	Two Way Service from AWC/NAU/UA to Somerton and San Luis via AWC San Luis Center State Route 95, and E County 14th St. (Service via Arizona 195 discontinued August 2014).
Turquoise Route 10 Interstate 8/El Centro	Urban Fixed Route	2 round trips 2 days/week	1	7:30 am-10:17 am/ 1:30 pm- 4:17 pm Mon & Wed	Fixed route service from Quechan Paradise Casino, Downtown Yuma Transit Center, Yuma Palms, and Winterhaven to/from El Centro, California. Service to Imperial Valley Mall upon request. Note: Winter Schedule operates an hour later on all trips.
Yellow Route 95 S. 4th Ave, Highway 95 South (Yuma-Somerton- Gadsden-San Luis)	Urban/ Rural Fixed Route	30 min Peak (Mon-Fri); 60 min Midday & Saturday	4	5:35 am to 8:07 pm Monday- Friday 9:32 am to 6:43 pm Saturday	Service from Yuma Palms Regional Center, Downtown Yuma Transit Center to San Luis via West Yuma Transfer Hub, Somerton and Gadsden via US Highway 95 and Yuma Palms. Note: This route replaced former Red 1 on S 4th Ave in Yuma.
NightCAT	Shuttle	3 night trips	1	7:15 pm to 11:15 pm Monday-Friday.	Service from AWC/NAU/UA to requested bus stops in Winterhaven, Yuma, San Luis, Somerton, Cocopah & Fort Yuma Reservations, Winterhaven, and Fortuna Foothills and within ¼ mile radius of existing YCAT routes only.
YCAT OnCall	Urban and Rural Dial-A- Ride	Reservations next day in advance; u to 7 days in advance	2	5:50 am to 8:07 pm Monday- Friday 9:15 am to 6:43 pm Saturdays	Door to door service in compliance with ADA, providing complementary paratransit within ¼ mile of YCAT fixed routes. Services provided in southwestern Yuma County, portions of Imperial County, CA and Winterhaven, CA, excluding Wellton, El Centro, Tacna and Fortuna Foothills (covered by other services).
YCAT Vanpool	Vanpool	n/a	35 vans	24 hours	Commute-oriented point to point service initiated by passengers using contracted vans with YCIPTA subsidy of up to \$300/month. Operated by Enterprise.

F. FARE POLICY

YCAT Fares

Yuma County Area Transit Fares

Description	Basic <ul style="list-style-type: none"> • Ages 19-64 years old • Youth ages 5-18 years old without student ID 	Discount <ul style="list-style-type: none"> • Seniors age 65 & older • Persons with Disabilities • Medicare Card Holders • ADA Certified • Student ages 5-18 years old with school ID
One Way	\$2.00	\$1.00
One Way (Using Smart Card)	\$1.75	75 cents
Day YCATPass	\$5.00 (valued at 2.50 trips)	\$2.50 (valued at 2.50 trips)
Day YCATPass (Using Smart Card)	\$3.50 (valued at 1.75 trips)	\$1.75 (valued at 1.75 trips)
10-Day YCATPass (Use Smart Card)	\$35.00 (valued at 1.75 trips)	\$17.50 (valued at 1.75 trips)
10-Ride YCATPass (Use Smart Card)	\$17.50 (valued at \$1.75 per ride)	\$7.50 (valued at 75 cents per ride)

31-Day YCATPass (Use Smart Card)	\$60.00 (valued at \$1.50 per ride/20 days/2 trips each)	\$30.00 (valued 75 cents per ride/20 days/2 trips each)
Route Deviation Fare on Routes 3, 6A, 5, 8 & 10 (in El Centro)	\$2.00	\$2.00
Route 10 (One Way)	\$2.00 - cash only	Discounts are not available on this route

Exact change is required. Drivers do not make change.

- All passes are non-refundable and non-transferable.
- No transfers - use Day YCATPass or pay one way fares.
- Greyhound tickets are accepted for NO additional fare to the city or town printed on the ticket.
- Cocopah Tribal members can ride free by showing their tribal ID card.
- Cocopah Tribal member guests must pay basic or discount fare depending on category of passenger.
- Arizona Western College (AWC), University of Arizona (UA) and Northern Arizona University (NAU) students and employees can ride free by showing their student or employee ID card with the current semester sticker.
- YPIC Charter High School, Aztec High School, Vista High School and Strategies for Success students and employees can ride free by showing their student or employee ID card with current semester sticker.
- Children under 5 ride free - up to four children. Fifth and more children pay discount fare.
- [YCATPass](#) (Smart Card) Initial Fee - \$2.00.
- Lost [YCATPass](#) (Smart Card) Replacement Fee - \$5.00.
- Yuma Sun newspaper on buses - 50 cents.
- Class Pass - \$45.00 (Up to 5 adults and 40 students @ \$1.00 per ride).
- This fare structure would be applicable on the evening NightCAT and HolidayCAT.
- YCAT Discount ID cards for seniors ages 65 and older, persons with disabilities & Medicare card holders are available at the YCAT Bus Facility, 2715 East 14th Street, Yuma, AZ 85365 - Monday through Friday between 8:00 a.m. and 5:00 p.m.
- YCAT Discount Card Initial Fee - \$3.00.
- Lost YCAT Discount Card Replacement Fee - \$5.00.
- 10-Ride YCATPass and 31-Day YCATPass are sold at the bus facility, 2715 East 14th Street, Yuma, AZ 85365 only.
- Day YCATPasses are only sold on buses only and expire at the end of service day.

YCAT OnCall Fares

The YCAT OnCall fares are defined below:

Description	Within the ADA Fixed Route Zone of mile on either side of YCAT route
One Way	\$4.00
10-RidePass (paper pass)	\$35.00 (\$3.50 per ride)
Upgrade using Day YCATPass, 10-Ride YCATPass or Monthly YCATPass from YCAT to YCAT OnCall	+\$2.00
Buddy Fare (5 or more passengers traveling from/to same location)	\$2.00 per person

- Passengers must be ADA certified or a companion to ride YCAT OnCall as first priority.
- Children under 5 ride free - up to four children. Fifth and more children pay discount fare.
- ADA eligible passengers receive free YCAT OnCall registration card - may also use for discount on YCAT fixed routes.
- One Personal Care Attendant rides free. All other companions pay same fare as eligible passenger.
- Transfers to/from YCAT fixed route buses are free.
- Provided personal care attendant - \$10.00 per hour.

In addition, passengers can mail a request for 10-RidePasses and a check payable to YCIPTA and mail to: 2715 East 14th Street, Yuma, AZ 85365. There are no refunds or exchanges.

G. UNION AGREEMENT



COLLECTIVE BARGAINING AGREEMENT

NATIONAL EXPRESS TRANSIT SERVICES
CORPORATION

AND

AMALGAMATED TRANSIT UNION,
LOCAL #1433

THE TERM OF THIS AGREEMENT WILL BE:
JULY 1, 2015 THROUGH JUNE 30, 2019

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PREAMBLE

This is a Collective Bargaining Agreement by and between National Express Transit Services Corporation hereafter referred to as the “Company” and Division 1433 of the Amalgamated Transit Union, AFL-CIO hereafter referred to as the “Union”.

Except where an explicit effective date of a provision is specified, all provisions of this Agreement shall become effective upon the date of ratification by the Union.

The following terms shall apply in interpreting this Collective Bargaining Agreement:

Year – all references to year shall mean calendar year unless specified otherwise.

Day – all references to day shall mean calendar day unless specified otherwise.

Notices – notices required by law or by this Agreement shall be deemed given/sent when either posted per Company practices or deposited in the U.S. Mail and addressed to the last known address of record or when personally delivered. The parties will also use email for communications in the conduct of routine business, discussions or information transfers. All notices will be sent via email to the Union at the email addresses provided by the Union.

Automatic Extension of Time – If the last day for doing an act required by law or this Agreement falls on Saturday, Sunday, or a Holiday observed by the parties, time for doing the act shall be automatically extended to and include the next business day. Business days shall be Monday through Friday.

When the term “employee” or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.

ARTICLE 1 **UNION RECOGNITION**

The Company recognizes the Union as the exclusive bargaining representatives for all employees in the bargaining unit.

The bargaining unit consists of all bus operator, mechanic, and utility employees at the employer’s Yuma, Arizona, facility as set forth in the Certificate of Representative in NLRB Case No. 28-RC-077715.

The parties agree that they will not unlawfully discriminate or harass against any individual because of race, color, religion, sex, national origin, age, marital status, veteran status, sexual orientation, gender identity or disability for which with or without reasonable accommodation the employee can perform the essential functions of the job, or Union affiliation or activity. The parties agree that disputes under this Article may be resolved through the grievance and arbitration procedure.

ARTICLE 2 **JURISDICTION**

All ongoing movement, operation, maintenance, fueling and cleaning of equipment normally performed by classifications in the bargaining unit shall be performed by ATU represented employees of the unit. Company supervisors or managers will not drive, fuel, clean, or perform mechanical work on any coach unless there are no Union represented employees available to perform the bargaining unit work.

In instances where there is an immediate need to perform bargaining unit work while seeking a replacement; non-bargaining unit employees can perform bargaining unit work until a replacement is found.

ARTICLE 3 **UNION SECURITY**

DUES CHECK-OFF

The membership dues of the Union are based on a monthly amount and will be divided by the amount of pay periods per month in which dues are collected. Dues will be deducted per pay period and not once per month. The Company agrees that it will deduct from the wages of any employee included in the bargaining unit, the regular monthly membership dues of the union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will forward such dues and assessments, and service fees to the properly accredited officer of the union on or before the fifteenth (15th) calendar day following the final date in which dues or service fee equivalents are withheld from wages.

The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments, or the service fee equivalent. In addition the individual authorizations will specify when a member will be eligible for withdraw from Union Membership.

The Company agrees to deduct from the paycheck of each employee who has so voluntarily authorized it, contributions to the ATU Committee on Political Education (COPE), contributions and uniform assessments as required, and forward to the union by the twenty-first (21st) of the month. The Union agrees to indemnify and save National Express Transit Services Corporation harmless from any and all liabilities resulting from compliance with the above section.

Union Business

The Union President or authorized representative shall be permitted by the Company to transact Union business to include but not be limited to CBA compliance, adjustment of claims, complaints, or grievances on the Company premises but the transaction of Union business with employees must be confined to non-work time and shall not delay the scheduled work assignments of any employee. Non-employee representatives must give notice to the General Manager or his designee prior to visitation by a Union authorized representative. In no event may any Union business interfere with the business of the Company.

Authorized Representatives

The Union shall provide the Company with a list of the Union's officers and authorized representatives. The Company shall provide the Union with a written list of management staff to include the General Manager, Maintenance Manager, and all supervisors. Any changes to these lists shall be made within ten [10] calendar days after such changes occur. There shall be no disparate treatment of employees for Union representation.

Turnover Lists

Each month the Company shall forward to the Union the names of all persons (in excel format) employed in positions covered by this Agreement who enter or leave Company employment and who enter or returns from a leave of absence. The purpose of this list is to ensure accuracy in Union dues billing.

Personnel Records

The President or authorized representative will be allowed to examine and upon written request will be provided a copy of all personnel records that are presumptively relevant to a Union investigation. All requests to examine or be provided a copy of these records shall be made to the General Manager. The Union must have written authorization prior to reviewing any portion of an employee's file.

Bulletin Boards

The Company will provide a glass enclosed bulletin board for the exclusive use of the Union. The Union may post notices of Union business. The Union will not intentionally post any inflammatory material on the Union board. If a posting becomes a concern, Management will notify the Union immediately and will schedule a meeting (in person or on the phone) to discuss the posting and the Union will make a decision to remove the posting or keep it up. The Union shall furnish the Company with copies of all notices and bulletins posted.

The Company shall furnish the Union with a copy of the National Express Transit Services Corporation Employee Handbook and all applicable policies, rules, and bargaining unit employee bulletins.

ARTICLE 4

DRUG AND ALCOHOL TESTING

In acknowledgment of the nature of the Company's operations and overriding safety considerations, the Company has adopted formal provisions for drug and alcohol screening as referenced in the National Express Transit Services Corporation Employee Handbook. The Company policy is zero tolerance. A positive test as defined by the FTA regulations at 49 CFR part 655 and 49 CFR part 40 will result in termination. The Union agrees to the foregoing Drug and Alcohol Policy as long as the policy has not been found to be in violation of any Federal or State laws and the scope of the application and enforcement does not exceed that which is required by these regulations.

An employee taken off work as a result of drug and alcohol compliance will be placed on leave without pay pending the results. When the results are known, any action required by the Company can be taken at that time. In the event that the results are negative, the employee will be made whole.

ARTICLE 5 **SENIORITY**

Definition

Seniority and years of service shall accumulate during continuous employment for the Company or its predecessor. The seniority and "date of employment" of all Bus Operators, Mechanics, and Utility Workers as presently established, shall be deemed to be correctly established as of the effective date of this agreement. Company seniority and years of service shall commence on the first day of employment with the Company or its predecessor. Classification seniority shall commence on the first day of work in a classification within the bargaining unit. Classifications are Bus Operator, Mechanic and Utility Worker. Employees will use classification seniority for bidding work and bidding time off and lay-off. Employees can only hold seniority in one classification. Employees performing work in any classification will be paid the higher classification rate.

Seniority Lists

The Company shall provide the Union with seniority lists for all represented bargaining unit employees at least once every month.

Bidding Seniority

- a. Full-time seniority – The date the employee assumed a full-time position
- b. Part-time seniority – The employee's Company seniority date as defined above

ARTICLE 6 **LAYOFF**

Procedure

In the event of a reduction in work that necessitates a reduction of forces, Operators will be laid off in inverse classification seniority in the following order: (1) Part-time operators, (2) Full-time Operators.

To the extent possible, the Company will give at least two weeks' notice of layoff.

Callback lists will be ranked by seniority in classification with Operators being called back in the seniority order at the time of layoff. Call Back Lists shall be maintained for 18 months.

An employee who has been placed on layoff shall be given notice of recall via certified mail by the Company at the employees last known address on file with the Company. The employee must return to work with two weeks from the date of receipt of the notice.

ARTICLE 7 **III-140**

LEAVES OF ABSENCE

Approved Personal Leaves

Leave of Absence without pay may be granted at the Company's sole discretion based on operational needs and shall be granted in writing. Seniority shall accumulate during any approved leave of absence. Request for leave must be in writing and must be approved prior to going on the leave. Approved leaves of absence shall be limited to one (1) year. An employee who does not return to work at the conclusion of such approved leave or who engages in other full time employment while on such leave will be considered to have voluntarily resigned their employment. Leave of absence because of physical inability to work shall be limited to one (1) year.

Bereavement Leave

Employees shall in the event of the death of the employee's spouse, registered domestic partners, parents, step-parents, children, step-children, brother, sister, grandparents, or grandchildren be granted up to three (3) paid work days (in accordance with National Express Transit Services Employee Handbook) and three (3) additional unpaid days if needed. Operators may substitute paid leave for the additional three (3) days if they choose. Substantiation of relationship and funeral need may be required.

Court Duty

On any day an employee is required to call in for jury assignment, they will notify the Company. Employees will not be required to report for work on any day that they are required to make themselves available for jury duty. If the employee decides to work their regular assignment they will be relieved in sufficient time to report as required by law. If the employee is not selected for jury assignment and chose not to report to work they will receive no compensation from the Company. Any absence from work due to a call-in for jury assignment will be considered an authorized absence.

When the employee is selected for trial, they will not be required to work on the days they are ordered to serve as a juror.

Employees assigned to the work of an employee who was scheduled for jury assignment may be relieved from this work at any time to allow the employee to regain his own run, or assignment.

Military Leave

Military leave shall be granted and paid in accordance with the Uniform Service Employment and Re-employment Act and other applicable Federal and State laws dealing with Veterans and Reservists re-employment rights.

Union Leave

The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the Union, provided reasonable notice shall be given, and their seniority and all other rights with the Company shall not be affected due to their absence.

The Company will afford the elected or appointed officer all seniority rights set forth in this Agreement while they are serving in this capacity. Additionally, the Company will also pay out any vacation pay, or floating holidays that the full-time officer earned or accrued while classified as a full-time operator.

Protected Leaves

The Company will continue to offer and apply the terms of The Family and Medical Leave Act to employees eligible under Section 8245.110(a)(1) and (2).

FMLA can run concurrently with any other absence that can be certified as a "serious health condition." Operators will not be required to use any accrued paid time off during any qualifying absence, however they may substitute paid leave at the Operators sole discretion.

ARTICLE 8 **FEDERAL AND STATE LAW**

The parties agree to comply with all Federal, State, and local laws.

In the event that any part or portion of this Agreement is held to be illegal or unenforceable such invalidation shall not invalidate the remaining parts or portions of this Agreement. The parties shall immediately meet and if possible negotiate substitute provisions. Any failure to negotiate an agreeable solution may be made the subject of arbitration to resolve any dispute.

ARTICLE 9 **INDUSTRIAL INJURY AND ILLNESS**

Discrimination

There shall be no discrimination against employees who file or are off work as a result of a work related injury or illness.

Integration

The employee shall be permitted to integrate paid leave pay hours accrued with temporary disability insurance payments. Integration shall occur after an industrial absence from work of more than seven work days. Sick leave pay when added to temporary disability payments will not exceed an eight hour pay per day.

Reporting

Employees must report all injuries or illnesses that occur while at work as soon as possible. Employees will be paid for all time necessary to fill out any required Industrial Injury or Illness Report and any time spent complying with National Express Transit Services Corporation Worker's Compensation Policy.

Light Duty

Employees working under "light duty" will be limited in the use of light duty to a maximum of one (1) Year.

ARTICLE 10 **DISCIPLINE AND DISCHARGE**

The Company will follow the principles of progressive discipline with respect to minor offenses as listed below:

First Violation:	Documented warning
Second Violation:	Written warning for same and/or similar offense
Third Violation:	Suspension one (1) day for same and/or similar offense
Fourth Violation:	Suspension up to three (3) days or termination for same and/or similar offense

Progressive discipline is used for a violation of any one or similar rule not a combination of rules. If multiple violations are identified, each violation will be considered as individual violations and the appropriate discipline will be administered. No violations of Company rules will be used in conjunction with a different violation for the purposes of progressive discipline. Such discipline for the same or similar offense shall be limited to a rolling (12) month period. Except for accidents, which will be limited to a rolling (18) month period.

The following are some examples of serious infractions and may result in termination, however in all cases the Company agrees to meet a just cause standard. The Company may impose a lesser penalty:

- Conviction of any crime that resulted in a loss of CDL driving privileges. As an example, a bus Operator has his or her license suspended for a DUI is no longer qualified to Operator a city bus.
- Use of personal electronic device, such as a cell phone while the bus is in service operation or deadheading. Service Operation is defined as the driver is operating the bus and not while the bus is parked at a layover.
- Rollaway due to a failure to properly secure a vehicle.
- Entering a railroad crossing when the lights are flashing or the crossing arm is down or descending.
- Failure to perform proper lock out/tag out procedures, or ignoring or removing a lock, tag, or signage without specific authorization.

- Violation of the National Express Transit Services Corporation Drug & Alcohol Policy as adopted in Article 4, Drug and Alcohol Testing.
- Willfully Falsifying of any documents (legitimate typo and genuine errors excluded).
- Stealing from the Company, other employees, passengers or customers, regardless of the amount (this is not to include errors in time keeping and fare box infractions, which were not deliberate)
- Possession of weapons (excluding pocket knives), firearms, or explosives in a Company building or in a Company vehicle
- Failure to attempt to properly secure a mobility device excluding where the passenger has refused to be secured.
- Fighting, or violence, against an employee, employee of the client, or passenger.
- Failure to report any charge, arrest, indictment, or conviction for any type of crime or moving violation within forty eight (48) hours of the charge, arrest or conviction.

It is understood and agreed that any time the Company decides to take disciplinary action against any employees, they will, at the same time, notify the properly accredited officials of the Union. Disciplinary notices will not be issued later than seventy-two (72) hours after the violation or infraction is made known to the Company (Saturdays, Sundays, holidays, days off, sickness, vacation, leave of absence excluded). In the event the Company wishes to counsel, or impose discipline for an infraction of the written rule or contract violation an employee's attendance is required. The Company shall schedule the employee a fair and impartial hearing at which time all information pertinent to the matter being heard will be presented by both parties so as to conclude the case without delay. Such hearings will be held within ten (10) business days of the issuance of the infraction notice (except days off granted by contract).

- All hearings must be attended by the employee charged and a Union official (if so desired). A waiver supplied by the Union and signed by the employee will be required if an employee does not want Union representation.
- If, as a result of the hearing, grievance procedure, arbitration or otherwise, it is found that the employee has been unjustly or improperly deprived of wages as a result of being pulled out of service, suspension, or dismissal, then, and in that event, he shall be reimbursed by the Company to the extent of his wages (less interim earnings) lost and be reimbursed for all actual time spent in the hearings.
- An employee shall be given the basis of the charges in writing. The hearing on these charges shall not be held until after a twenty-four (24) hour period has expired. This hearing shall not be held on employees off days, except in cases involving suspension. The hearing shall only deal with the charges against the employee.
- The Company and the Union will, at either party's request, consent to a pre-hearing conference to discuss information relative to the hearing.
- Employees will be paid for all time spent in the hearing. All hearings will be scheduled during an employee's normal work shift unless otherwise agreed between the Company and the Union.
- If as a result of an infraction or incident and removal from service is necessary the involved employee shall be put on unpaid suspension pending the outcome of a hearing. No employee will be placed on unpaid suspension for longer than ten (10) workdays, unless the Company has not received police reports or drug and alcohol tests results. In no event will any employee be placed on unpaid suspension for longer than thirty (30) workdays.

If any employee is charged with an offense involving fare irregularities, use of drugs, alcohol or misappropriation of Company funds or property, neither such charge nor discipline meted out in connection therewith shall be subject to the grievance and arbitration procedures provided for in this Agreement, unless the grievance is accompanied by a signed authorization from the employee involved, authorizing the Company and the Union to submit any and all information and facts pertaining to the case to whomever they may concern.

All other information or violations of the same type over two (2) years old will not be used for the basis of future disciplinary action.

All discipline must be given in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served his full suspension, the balance of the penalty days shall be withdrawn by the Company.

It is mutually agreed that any situation arising that has unusual circumstances, the parties, without setting a precedent, may

elect to change past procedure to more fairly judge the employee's particular case.

When spotter reports are used for discipline, the Company has ten (10) working days (Saturdays, Sundays, holidays, days off, vacation, leave of absence, sickness, miss outs and industrial injury excluded) to counsel and, if necessary, issue disciplinary form for a violation or infraction of the rules. The ten (10) days shall begin at the time the infraction is made known to the Company (via dated registered mail receipt).

Once a penalty has been assessed at the conclusion of a hearing, no other action shall be taken against the employee for that infraction.

The Company shall present employees with copies of all complimentary letters received from any source regarding said employees, except those pertaining to employment references.

Driving Record / Loss of CDL

- In reviewing an employee's overall driving record, the Company will utilize on-board ride-check evaluations, unobserved monitoring and the employee's record of citations, and passenger and vehicle accidents, if any. If determined that a safety problem exists the employee shall be subject to safety training as determined by the Company. Safety is of paramount importance and the development and retention of safe driving habits are required and cannot be overstated.
- An employee's driving record will be charged with and reflect accidents determined to be preventable and convictions for traffic citations. The National Safety Council guidelines, the vehicle code and defensive driving practices will be used in determining whether or not an accident is preventable or non-preventable.
- Employees may be subject to discharge for the following:
 1. Conviction of three (3) traffic citations in Company vehicles.
 2. Conviction of a major traffic citation / violation (in personal or Company vehicle). A major violation is any citation that involves:
 - a. Driving while intoxicated or under the influence of drugs or controlled substances.
 - b. Failure to stop and report an accident in which the employee is involved while operating a Company vehicle.
 - c. Homicide, manslaughter, or assault arising out of the operation of a motor vehicle.
 - d. Reckless driving.
 - e. Possession of any open container of alcoholic beverages while operating a Company vehicle.
 - f. Speed contest, drag racing, or attempting to elude an officer of the law.

An employee who receives a citation for a major violation may be suspended from all driving duties until convicted or the citation is dismissed (such period shall not exceed a period of thirty (30) days). If no infraction is determined or the citation is dismissed the Company will pay employee for all suspension time.

- Employees, whose CDL (Commercial Driver's License) or medical certificate is invalid, expired, or suspended, shall be suspended until the employee obtains a valid license or certificate. Employees who fail to renew their CDL (Commercial Driver's License), or regular license or any covered employee who doesn't have a CDL, within ten (10) days after expiration, may be subject to discharge. However, an extension may be granted for medical reasons depending on the circumstances.

Safety Points

"Safety Points" can be issued by a Supervisor or Safety Manager for an unsafe act or behavior, which results in a collision. Examples include failure to stop at a railroad crossing, unsafe vehicle operation, etc. The parties recognize that not all factors that contribute to an accident can be listed and that they will judge each case on its merits based on what a "reasonable standard" would be. If the Union challenges the decision to issue points as being unreasonable then they will

do so through the grievance and arbitration provisions of this Agreement.

All preventable collisions will be assigned points in the following manner:

- Preventable collision, two (2) points
- Major preventable incident that does not involve serious injury, death and/or property damage where the conduct of the Operator can be established to be a direct contributing factor (such as reading a book, use of electronic device or eating while driving), Four (4) points
- Major preventable incident with serious injury, death and/or permanent injury where the conduct of the Operator can be established to be a direct contributing factor (such as reading a book, use of electronic device or eating while driving), Six (6) points
- Rear end collision with another vehicle where the conduct of the Operator can be established to be a direct contributing factor (such as reading a book, use of electronic device or eating while driving), Six (6) points

In any rolling 18-month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count.

ARTICLE 11 **GRIEVANCE PROCEDURES**

Definition

A grievance is defined as any dispute over the discipline or discharge of an employee or any dispute over the application or interpretation of any provision(s) of this Agreement. The Union and the Company shall discuss and attempt to adjust disputes and questions prior to resorting to the dispute resolution process.

Grievance Process

No grievance shall be entertained or considered unless it is presented in writing within ten (10) days (excluding Saturdays, Sundays and holidays) after any controversy arises involving the interpretation or application of the terms of this Agreement or the suspension or discharge of any employee.

Grievance shall be dealt in successive steps as follows:

First Step: The employee and/or the Union shall submit the grievance in writing to the General Manager or his designee. The Company will give a written response to the grievance within ten (10) business days from the date it is received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting. If the matter is not settled to the satisfaction of the parties within ten (10) business days of the following meeting, the grievance shall be presented as a second step grievance. Grievances concerning termination from employment shall be expedited and be processed at STEP TWO, within ten (10) business days following the initial filing of the grievance.

Second Step: Failing satisfactory disposition of such grievance, the grievance may be appealed to the General Manager or his designated representative. A written decision will be given by the Company within ten (10) business days from the date appeal was received. A meeting will be held if requested by either party; and if a meeting is held, the days provided for response will start the day after the meeting. If the matter is not settled to the satisfaction of the parties, then by mutual agreement between the Company and the Union the matter may be moved to step three or the Union may, within forty-five (45) business days or within five (5) business days following the first Union meeting after receipt of the Step 2 decision (whichever occurs first), appeal the grievance to arbitration.

Third Step: Voluntary Mediation. In the event the Company and the Union do not resolve the Grievance at the Second Step, the Company and the Union may by mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). It is understood that the mediation process is to be expedited and at any time during the mediation process either the Company or the Union may withdraw from the mediation process.

In the event of the failure of either party to act within the time limits provided within this Article, or as may be extended

by Agreement between the parties, the party so failing to act shall forfeit its case.

Saturdays, Sundays and holidays shall be excluded in the calculation of the time limits provided in this Article.

ARTICLE 12 **ARBITRATION**

Notice and Procedure

If the aggrieved party is not satisfied with the decision rendered in Step Two or Step Three of the grievance procedure, they may request arbitration within thirty (30) business days from receipt of the decision from the Formal Hearing. Within twenty (20) business days from the request for arbitration the Company and the Union shall select a neutral arbitrator from a list of five provided by the FMCS by the alternate striking method. The parties shall flip a coin to determine who shall strike first.

Arbitrators are requested to expedite their decisions as the parties expect a decision to be issued within sixty (60) business days. Arbitration shall be limited to the issues specifically set forth in the written grievance or the notice of discipline or discharge, which have not been resolved after the processing under Article Eleven. The arbitrator's decision shall be final and binding on all the parties.

Rules of Arbitration

The Collective Bargaining Agreement shall serve as the submission agreement. Nothing in the Agreement shall be construed to empower any arbitrator to change, modify, or amend any of the agreement's provisions.

Costs

At the request of either party, a stenographic transcript of the proceedings shall be made. Each party shall bear the expense of its own attorney. The expense of the neutral, the reporter, and other incidental expenses shall be borne equally by the parties.

Fitness for Duty Determination

Any employee protesting a removal from service by a Company physician may have their case reviewed by a physician selected by the parties and that decision will be final. The only submissions to the doctor will be joint medical submission. The cost of the physical and decision shall be borne equally by the parties.

Expedited Arbitration

Upon mutual agreement, the parties may resolve grievance's which surround cases of minor discipline (of ten (10) days or less or economic impact of one thousand (\$1000) or less to an employee or the employer) through an expedited arbitration process. This process is to be handled by the individual parties with the use of "in house" attorneys and without the use of briefs. The case should be able to be presented in one day to a single arbitrator selected from a list mutually compiled by the parties. There will not be stenographic recording and the decisions although final and binding will not set precedent. Every effort shall be made to have bench decisions followed up by written decisions.

ARTICLE 13 **WAGES**

Upon ratification of this Agreement the existing hourly wage paid to current active employees will be as follows: Wage increases are to be effective on July 1st of every year. All current employees (as of ratification of this Agreement) will remain at their current rate until July of 2016 or their anniversary date (whichever comes first). As of July of 2016 or yearly anniversary, these employees will move progressively up and under no circumstances will employees be paid less as a result of this Agreement.

Fixed Route Operators:

Years of Service	Current	16-Jul	17-Jul	18-Jul
		3.00%	3.00%	3.00%

Year 1	\$11.00	\$11.33	\$11.67	\$12.02
Year 2	\$11.33	\$11.67	\$12.02	\$12.38
Year 3	\$11.55	\$11.90	\$12.25	\$12.62
Year 4	\$11.77	\$12.12	\$12.49	\$12.86
Year 5	\$13.00	\$13.39	\$13.79	\$14.21

Maintenance Technician

Years of Service	% of Top	Current	Jul-16	Jul-17	18-Jul
			3.00%	3.00%	3.00%
All	100.00%	\$17.95	\$18.49	\$19.04	\$19.61

Washer/Cleaner

Years of Service	% of Top	Current	Jul-16	Jul-17	18-Jul
			3.00%	3.00%	3.00%
All	100.00%	\$11.20	\$11.54	\$11.88	\$12.24

All maintenance techs, washers and cleaners making more than the above stated rate will receive the same percentage increases on July 1st of each year.

Maintenance Technicians will receive a minimum of one (1) week behind the wheel training.

Operating Task Premiums: Operators performing line instruction/ training behind the wheel must be certified in a Company sponsored and administered program. Operators once qualified shall be selected for initial training by seniority. The Company shall have the right to utilize certified Operators at their sole discretion. Operators performing line/training behind the wheel assignments shall be paid an additional \$.50 per hour for each hour spent training and instructing new drivers. This increase shall not be paid for time spent on road with drivers solely for route familiarization or for any training with fully certified drivers.

Part-Time Fueler

The parties agree that the Company may hire a part-time employee for the purpose of fueling the vehicles. This position will be a bargaining unit position. Should the employer move to hire a part-time fueler, the parties agree to negotiate terms and conditions of this position separately. The final agreement will be an addendum to this Collective Bargaining Agreement and enforceable as such.

Overtime Provisions

Employees shall be paid time and one half for all work performed in excess of forty (40) hours in a workweek.

ARTICLE 14
HOLIDAYS

All full-time non-probationary employees covered by this Agreement shall be paid for the following holidays.

New Year's Day	Dr. Martin Luther King Jr. Day	Christmas Day
Memorial Day	Labor Day	Floating Holiday
Independence Day	Thanksgiving Day	Veterans Day

Employees will be permitted one (1) floating holiday per year, as indicated above, beginning January 1st of each year. Floating holidays should be requested as far in advance as reasonably possible, however no later than seventy-two (72) hours prior to the day desired and will be approved on a first come first serve basis, provided manpower permits. Any floating holiday(s) not taken for any reason will be cashed out to the employee(s) on their final paycheck of the year. In order for a part-time employee to receive holiday pay, he must have averaged no less than thirty (30) hours per week for the thirty (30) days prior to the holiday.

Employees who work on a paid holiday shall be paid holiday pay in addition to his or her regular hours of work. An Employee not scheduled to work on the holiday, shall be paid holiday pay.

Employees are expected to work their scheduled days' work prior to and immediately after the holiday (vacation excluded). In the event an employee's regularly assigned days off fall on the day before or the day after such holiday, for holiday purposes only, he will be considered as having worked. If an employee fails to work his scheduled workday prior to and immediately after the holiday, he will not be paid for the holiday. Miss out/late's and authorized absences will not apply to this provision.

Holiday pay for full-time employees will be paid at eight (8) hours per day. Holiday pay for part-time employees will be paid at four (4) hours per day.

Holiday pay shall not be considered time worked for the purpose of calculating overtime.

In the event there is a directive from the Company's client, which would reduce service for any work week and it is not listed as a contractual holiday in the Agreement, an employee will be allowed to use any available paid leave time for that day.

ARTICLE 15 **VACATIONS**

All full-time employees covered by this Agreement shall receive vacation with pay each year according to their seniority date within their vacation year, as follows:

One year of seniority	Forty (40) Hours
Two years of seniority	Eighty (80) Hours
Five years of seniority	One Hundred and Twenty (120) Hours
Ten years of seniority	One Hundred and Sixty (160) Hours

A vacation year begins January 1st and ends December 31st. For the purpose of vacation benefit, all anniversary dates that fall during the vacation year will be considered as if they fell on January 1st, the beginning of that vacation year.

Vacations shall be selected by Classification seniority among the available weeks as determined by the Company, during a May sign up for the following vacation year.

An operator must bid their vacation in full weeks and must bid all of their vacation. It is understood that it is the Operators' responsibility to bid all of their vacation among available weeks. Vacation pay shall be paid at eight [8] hours per day. No employee will be allowed to cash out nor defer vacation days.

Single vacation days should be requested as far in advance as reasonably possible, however, no later than 72 hours prior to the day desired, and shall be approved subject to the Company's operational needs at the time and approved on a first come first serve basis based upon written date and time of the request.

If a Holiday occurs on an employee's chosen vacation day, the Holiday will be paid according to the Holiday provisions of the Agreement and the vacation day will be taken at another time.

Employees will not be allowed to work on days of scheduled vacation.

Vacation hours shall not be considered time worked for the purpose of calculating overtime.

ARTICLE 16 **PERSONAL TIME OFF (PTO)**

Effective July 1, 2015, all full-time non-probationary employees shall receive three (3) "Personal Days." The personal day(s) shall be credited using a January 1 – December 31 calendar year. The Company will offer at least one (1) personal day slots per day throughout each calendar year subject to operational need. Should the Company determine that additional employees may be off at any one time, the availability will be posted. Employees, who are ill and not able to work, may call in sick and use a "PTO Day" to excuse the absence. Once the "PTO Days" are gone, the employee may be subject to attendance occurrences.

Employees may request a Personal Day off with at least seven (7) calendar days advance notice to the Company. Personal Days that remain unused as of December 31st each year will be cashed out to the employee.

In the event an employee separates their employment from the Company for any reason other than during their probationary period they shall be cashed out all personal paid days on a prorated base.

ARTICLE 17 **WORKWEEK**

The workweek shall begin at 12:01 AM on Friday and shall end at midnight Thursday.

ARTICLE 18 **SAFETY**

Safety Violations

Where there is evidence that applicable local, county, state, and federal safety regulations and health rules, or any established Company Safety Policy are violated by the Company, the Union, or an employee, the alleged violations may be made the subject of discipline or a grievance under this Collective Bargaining Agreement.

Accident Review

All employees are required to report all accident/incidents to Dispatch immediately.

All employees will fill out the reports as soon as possible following the accident. All accident/incident reports must be turned in no later than twenty-four (24) hours; days off granted by contract excluded (vacation, sick, holidays etc.). Employees will be paid actual time but no less than twenty (20) minutes per accident/incident report provided they are permitted to make the report at the garage where they complete their day's work. Additionally, employees instructed to provide supplemental reports will be paid actual time to do such.

Accidents/incidents will be judged by the Company as to preventability as soon as possible after the accident/incident occurs. Notification of a determination of preventability will be furnished to the employee. The employee may appeal the Company's decision within seven (7) days of receipt of the determination of preventability to a neutral third party selected by the Company and Union pursuant to the mediation provision Article 11 of the CBA. The Mediator's recommendation will be accepted by the parties and be final and binding.

Equipment

Equipment shall leave the Division clean and in proper working condition. Where the exterior temperature is above 90 degrees, no equipment with non-functioning air conditioning units will be driven. The Operator will be given a replacement vehicle. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as

determined by the Company, are provided in the vehicle.

The Company will provide a minimum of four (4) "port-a-cool" units for maintenance employees. The Company will also provide a portable canopy for yard work and road calls.

Safety Meetings

The Company may require attendance at safety and educational programs not to exceed twelve (12) per year. Employees will be paid at their regular rate for actual time present in meetings. Employees will not be required to attend Safety or other meetings on their days off. The Company agrees to provide makeup meetings available for employees who cannot attend these meetings because of scheduled time off. Notifications of safety meetings will be posted a minimum of 2 weeks prior.

ARTICLE 19 **MANAGEMENT RIGHTS**

Except as otherwise expressly provided in this Agreement, the Company reserves all of the fundamental rights, powers and authority regularly and customarily exercised by management, including but not limited to: The management of the business in all its phases and details and the direction of its working force including the right to: direct, plan and control the operations, promote, demote, transfer and suspend; discipline or discharge employees for just cause; lay off employees for lack of work or for other legitimate reasons; introduce new or improved methods, facilities and equipment or change existing methods, facilities and equipment; determine the services to be rendered, the processes and means of rendering such services, and the location, relocation and closing of facilities are exclusively the rights and responsibilities of the Company.

The Company shall further have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent that they do not conflict with any provisions of this Agreement. In order to enable the Union to be currently informed, the Company will furnish the Union a copy of the applicable changes no less than prior to informing.

Negotiated and signed amendments and contract supplements shall be applicable to the employees of the Company covered by this Agreement. The Company agrees to post all amendments, supplements, and any modifications of this Agreement prior to their effective dates and to provide copies of such documents to the Union and, upon request, to any Operator.

The Company recognizes the right of the Union to challenge Company rules, regulations and policies through the Grievance and Arbitration process at the time they are applied or enforced. No Company rule or regulation, or policy may violate the terms of the Collective Bargaining Agreement.

ARTICLE 20 **MISCELLANEOUS PROVISIONS**

Uniforms

The Company will supply a minimum of six (6) uniform shirts and five (5) five uniform pants for full time employees. All part time employees shall receive three (3) uniform pants and three uniform shirts. The Company will provide new uniform items in the initial issue for drivers. The Company will replace uniforms that are worn out, faded or frayed in the course of employment. Upon termination of employment with the Company for any reason, the employee must return the uniforms to the Company.

The maintenance personnel covered by this Agreement will be provided shop uniforms. Company shall provide to all a complete set of uniforms that is required for the location assigned. It is the employee's responsibility to be in complete and proper uniform during all assigned shifts. Maintenance personnel must return all uniforms upon separation from the

Company. The Company shall be responsible for obtaining and maintaining a shop linen service to pick up, launder and return uniforms on a regular basis, and maintenance personnel shall be responsible for making their uniforms available for laundering.

The Company reserves the right to make all final decisions with regards to the approved uniform, and any items to be worn on the uniform.

Any additional expenses created by the Company through changing the uniform will be borne by the Company.

All employees will be provided a fifty-dollar (\$50) shoe allowance to be paid on the first paycheck every January, effective January 1, 2017.

Maintenance Tools

Any tools not listed on the Company's required tool list shall be provided by the Company. The Company will insure up to a maximum of twenty-five thousand dollars (\$25,000.00) the necessary personal tools that are kept in the workplace. Employees will be required to submit an inventory of the tools regularly kept in the workplace on forms provided by the Company. Employees will be required to update the tool inventory list at any time the tool inventory changes. The Company will have the right to audit the inventory report. In order to be a covered loss there must be a documented event such as a break in or accident. Employees will be required to keep their toolbox locked when they are not on duty and to take other reasonable precautions to safeguard their personal tools.

Maintenance Certification Program

The Company will pay a premium of \$.15 per hour in addition to the regular hourly wage to Technicians for each ASE (Automotive Service Excellence) certification in Medium/Heavy Duty Truck, School Bus and/or Transit Bus. The Company will also pay an additional premium of \$.15 per hour to technicians for each ASE Master Certification.

Recertification Physicals

Employees will pay for their own recertification physicals when using a non-Company doctor. Employees will not pay for using the Company doctor.

Payroll and Paydays

The pay periods are bi-weekly. Paychecks are issued on Friday, unless the pay day falls on a holiday then pay checks will be issued on the day prior to the holiday. Paychecks will be available at 1:00pm on each payday. Pay shortages of more than \$100 will be paid within three (3) business days after the Company has been informed of the shortage. Pay shortages of less than \$100 will be paid in the following pay period payroll. Checks shall be clear and easily understood with all times, rates, and deductions on the stub. Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Company. Employees will receive an itemized statement of wages when the Company makes direct deposits.

Termination or Quit

Employees shall give the Company at least five days' notice of their intent to quit. Company terminated employees shall be paid immediately on termination. Employees who quit shall be paid by the next regular payday.

System Transportation

Upon approval of The Client, employees shall be entitled to use the YCAT transit system without charge.

Company Identification and Facility Pass

The Company will issue each employee a badge within ten [10] calendar days following the completion of training. Employees are required to properly display this identification while in uniform.

Required security passes or identification badges will be issue at no expense to the employee. In case of loss or damage through employee negligence, they shall be responsible for the replacement at the Company cost.

Use of "Open Microphone"

Employees are required to use the radio system in a professional manner. If the Operator is unable to respond due to

operating the vehicle, the Operator will contact dispatch at the next available time point or safe location whichever is first.

ARTICLE 21 **RUN STRUCTURE**

Operators are defined as follows:

Full-time operators: Those employees that have bid a route scheduled to work at least thirty-five (35) hours per week

Part-time operators: Those employees that have bid a route scheduled to work less than thirty-five (35) hours in a workweek

No more than Fifteen (15%) percent of the total operator workforce will be part-time operators.

All Operators shall be paid for time worked according to assigned pieces of work. These assigned pieces of work include paid time for pre-trip inspections and post-trip inspections. Runs will not be scheduled for more than five (5) days in a workweek and will have no less than two (2) days off per week.

Operators who do not desire to work extra may refuse it, unless a need exists for additional Operators to fill known work. In such instances the work will be assigned by inverse seniority.

In the event an Operator is relieved or sent to the garage prior to completion of his run or assignment for any reason other than disciplinary or as the result of illness, the Operator will be paid the same as had he completed his run or assignment, provided he remains at the garage and is available for emergency work. Emergency work shall be defined as any work arising after posting work assignments for the next day. Operators under this guideline shall not receive any additional work if there are available Extra Board Operators on show up.

No run shall have more than one (1) split or break that is not paid for.

Operators will not be required to participate in any survey except for data information required by the Client.

Eating or drinking during breaks in schedule is permitted as long as the Operator stays with his parked coach and does not cause any delay in schedule.

An operator relieved on the line or while on charter shall be paid travel time to the garage. In the event an operator makes a relief on a line or charter other than at the yard, travel time will be paid to the relief point, and commencing from the time the operator is dispatched from the garage. Any regular run that requires an Operator to travel to a terminal or yard to complete the run shall have travel time included in the run.

Operators who are required to turn in time slips, charter slips, lost and found items, and passenger survey cards shall be paid actual time to do so (time slips for vacations, sick leave, bereavement, etc. excluded).

Mechanics and Utility workers will not have split work shifts.

Rest Period

There shall be ten hours off duty for all operators from one days' work to the next.

Runs

Ninety percent (90%) of all runs will be twelve hours or less on total spread.

The Company agrees to make at least fifty-five percent (55%) of the daily regular runs straight runs.

Piece Runs: Ten percent (10%) of all runs will have up to a thirteen hour spread.

In no case will runs exceed fourteen (14) hours total spread.

Report Time

All runs shall have a fifteen (15) minute pre-trip inspection time for commercial vehicles or (5) minutes for transport vehicles prior to pull out from the division.

If the Company creates an "Extra Board," the rules for the "Extra Board" will be negotiated with the Union. All extra-work will be performed by volunteers first in order of seniority. However, Operators who do not desire to work extra may refuse it, unless need exists for additional Operators to fill known work. In such instances the work will be assigned by inverse seniority.

ARTICLE 22 **CHOICE OF WORK ASSIGNMENTS**

The Company and the Union agree that the present seniority list is a current list, as provided by the Union, and a copy of said list is attached and made part of this Agreement.

Seniority order shall govern the choices of work assignments as provided herein.

It is the responsibility of all employees to be available to complete all system bids.

A bid shall be held at least four (4) times each calendar year, - January or February, April or May, July or August, and September or October. There will be an equivalent number of fixed route and extra board slots equal to Operators. The bid shall have at least one (1) AM Extra Board relief, one (1) PM Extra Board relief and one (1) Extra Board relief. All new hires will be placed on the board until the next bid. The Company shall give ten (10) days prior posting to the commencement of any bid. In the event there becomes a situation that would require a bid in a month other than what is stated the parties will meet and mutually agree upon a time. The bid, along with all information necessary for the Operator to select his work assignment, shall be posted not less than five (5) days prior to the bid. The bidding shall be held by proxy. An employee will fill out a proxy form and then have the form time stamped. The employee must request a copy of the proxy form after it is time stamped and then turn the original form into dispatch by the date stated for close of proxies. In the event that an employee finishes his/her shift after close of business, he/she will be allowed to turn in a proxy form the next morning by 9am. The Company and a Shop Steward will review and assign the new assignments by seniority order. New schedules are to be posted by 2pm of the day after the close of proxy submittal. The new schedule will start not less than the second Friday following the bid. If an employee fails to submit a proxy bid the Union will bid a piece of work as close to their current assignment as possible. Once the information is posted, there will be no change to the bid unless directed by the client. In the event the client changes the bid after the bidding has started, the bid will stop and a new bid will commence. The bid rules and explanations will be in English and Spanish.

Maintenance personnel will select shifts by seniority every six (6) months.

Open Run Bidding

A run vacated by resignation, termination, retirement or death will be bumped starting from the seniority of the person who vacated it.

ARTICLE 23 **BENEFITS**

Health Insurance

Full-time employees will be offered benefits the first of the month following thirty (30) days of employment. The Employer will offer to full-time employees a health care plan, dental plan, vision plan, short term disability plan, long term disability plan, life insurance and supplemental life insurance in accordance with eligibility requirements and rules of the plans as may be amended from time to time.

- A. Health Care – The Employer will pay 65% of the cost of the health care plan and the Employee will pay 35% of the cost of the health care plan. The contributions listed below are "per-pay period" deductions.

Contributions as of October 1, 2015			
Cost Share	Total Monthly	% of ER Contribution	% of EE Contribution
Medical		65.00%	35.00%
Employee Only	\$573.48	\$186.38	\$100.36
Employee + Spouse	\$1,255.90	\$408.17	\$219.78
Employee + Children	\$1,089.60	\$354.12	\$190.68
Family	\$1,743.34	\$566.58	\$305.09

The employee and employer agree to share in future cost increases to the total plan premium by 90% (Employer) and 10% (Employee).

- B. Dental Plan – The Employee will pay 100% of the cost of the Dental Plan.
- C. Vision Plan – The Employee will pay 100% of the cost of the Vision plan.
- D. Short Term Disability Plan – The Employee will pay 100% of the cost of the Short Term Disability Plan.
- E. Long Term Disability Plan – The Employer will pay 100% of the cost of the Long Term Disability Plan.
- F. Life Insurance Plan – The Employer will provide a life insurance policy of \$25,000 at no cost to Full-Time Employees
- G. Supplemental Life Insurance – The Employee will pay 100% of the cost of the Supplemental Life Insurance.
- H. The parties may enter into a separate Memorandum of Understanding regarding the possibility of adding supplemental insurance using National Benefits Consulting.
- I. The Company will continue to offer “Met Law” (provided it remains available to the Company) insurance for those employees who wish to enroll. The employee will pay 100% of the cost. As of the ratification of this Agreement the base cost per month is \$17.30.

RETIREMENT PLAN (401K Plan)

Employees shall be able to participate in the Company’s 401 (K) Plan, as set forth in the plan document. The Company will match each employee’s contribution as set forth in the plan document. Employees may contribute up to the maximum allowed by law and will be fully vested in the Company’s contribution according to the plan document.

ARTICLE 24
ASSIGNABILITY

This Agreement shall be binding upon the successors and assignees of the parties and no provision, terms or obligations contained in the Agreement shall be modified, altered or changed in any respect as a result of the sale, merger, transfer or assignment of either party. Likewise, this Agreement shall not be changed, modified, or altered as a result of the change in ownership or management of either party.

ARTICLE 25
COMPLETE AGREEMENT

The terms of this Collective Bargaining Agreement constitutes the complete and entire Collective Bargaining Agreement. The parties acknowledge that during the negotiations which resulted in this Collective Bargaining Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

No provisions or terms of this Agreement may be amended, modified, changed, altered or waived except by a majority ratification of the bargaining unit.

ARTICLE 26
PROBATION

Probation Period

All new employees shall have a Probationary Period of ninety [90] calendar days from their date of hire. The Probationary Period may be extended, by mutual agreement between the Company and the Union for an additional 30 calendar days. Employees on probation may be disciplined or discharged at the discretion of the Company and such actions shall not be subject to review by any provision of this Agreement, including Article 12. Employees will serve one Probationary Period. The Company shall notify the employee and the Union when an employee has completed the Probationary Period. An employee shall be placed on the appropriate seniority list with his original hire date serving as the seniority date. At ratification employees on old probation must finish that probationary term. Transferring employees need not serve a new probation.

ARTICLE 27
ATTENDANCE

Regular attendance is expected of every employee.

An employee unable to report for work will attempt to telephone Dispatch as soon as possible, but in no event less than one (1) hour prior, to the beginning of the employee’s scheduled work shift and inform Dispatch of the impending absence and the reason for it. If no one answers, the Employee is to leave a voicemail message.

If an employee calls off and then is able to show up prior to their report time they will be allowed to perform any available bargaining unit work at that time.

An employee may trade work shifts with another employee only with prior approval of a supervisor without such shift change being classified as a chargeable or non-chargeable absence. The Company will be given a forty-eight (48) hour notice of said shift change.

Emergencies documented to the satisfaction of the Company may be accepted by the Company as a waiver of the conditions of this Article.

No-Call No-Show

An employee who fails to report his/hers absence as herein above provided or whose absence is for other than personal illness, bereavement, as herein provided or other good cause, shall be dropped from the rolls of the Company, if the employee does not report for work on or before the beginning of his work shift on the second consecutive calendar day of his absence. An employee whose service is terminated shall be reinstated only if he supplies evidence that his failure to comply with the terms hereof was justified by reasonable cause.

Discipline for No-Call No-Shows (NCNS) will be handled with the following discipline in a rolling twelve (12) month period:

- | | | |
|-----------------|------|------------------------|
| 1 st | NCNS | Written Warning |
| 2 nd | NCNS | Final Written Warning |
| 3 rd | NCNS | Subject to Termination |

2 Consecutive Days NCNS will be subject to termination

Absences, Miss Outs/ Late and No-Call/No-Shows will not be used in conjunction.

When an employee is unable to work because of illness or injury, the employee may be requested by the Company, to furnish written certification of the same by a medical doctor before such employee returns to work, provided an employee's record of illness or injury so warrants.

Excessive absenteeism is cause for discharge.

Written notice of a violation for verbal, written, status notice or infraction shall not be issued to the employee, later than five (5) calendar days after the violation or infraction occurred or after such infraction was known to the company, whichever is the latter (holidays, days off, sickness, vacation and leave of absence excluded).

Absences

Employee absences shall be classified into two (2) categories Chargeable and Non-chargeable.

A. A non-chargeable absence is defined as all-time granted by the labor contract (vacation, holidays, paid sick leave, bereavement, jury or witness, military service, leave of absence, trades, etc.) Other non-chargeable absences shall include time off granted by the Manager due to level of activity, on the job injury, documented weather emergencies, and unavoidable accidents or emergencies documented to the satisfaction Of the Company.

B. A chargeable absence is defined as each instance where an employee misses any amount of assigned work. Such chargeable absence shall include non-work related personal illness or injury. Absences documented by a doctor's excuse will be excused. No more than two (2) absences documented by a doctor's excuse will be excused in a rolling (12) month period.

Discipline for excessive absences will be based on a rolling twelve (12) month period. The appropriate action for an excessive number of chargeable absences as set forth above is defined as follows:

Four	(4)	Chargeable Absences	-Written Warning
Five	(5)	Chargeable Absences	-Written Warning
Six(6)		Chargeable Absences	-Final Written Warning
Seven	(7)	Chargeable Absences	-Subject to Discharge

An employee with seven (7) chargeable absences will be subject to discharge. The Company, decision whether or not to effect discharge will include a review of the nature of and reasons for all chargeable absences within the rolling twelve (12) month period immediately preceding the seventh (7) chargeable absence.

Miss Outs/Late

Miss Outs/ Late - are to be used only when an operator is late for his report time.

Operators will be charged with a miss out as follows:

- A. Each failure of an Operator to report for duty at the proper time and at the proper place at which the employee assigned duties are scheduled to start.
- B. Any Operator who misses out/tardy shall notify the dispatcher within one (1) hour after report time by telephone or in person.
- C. When an Operator reports for his run or work assignment later than the beginning of his preparation time, he may be placed on his run or shall accept other work if offered. Other work if offered to a Miss out/tardy Operator shall not be assigned ahead of a show-up Operator working straight time.
- D. Discipline for excessive miss outs/late will be based on a rolling twelve (12) month period. The appropriate action for an excessive number of miss outs/late is defined as follows:

Four	(4)	Miss outs/Late	Written Warning
Five	(5)	Miss outs/Late	Written Warning
Six(6)		Miss outs/Late	Final Written Warning
Seven	(7)	Miss outs/Late	Subject to Discharge
Eight	(8)	Miss outs/Late	Discharge

F. In the event an employee is not requested to work after reporting in, he shall be charged with a miss out/tardy not an absence. If any employee is requested but cannot work, he shall be charged with an absence not a miss out/tardy.

Excessive absenteeism/ miss outs/late are cause for discharge.

This is defined as: The continued necessity to administer warnings and reprimands shall be sufficient cause for the discharge of an employee as outlined in this Article. For those employees that fail to follow the Attendance requirements as outlined in this Article, and reach a level of a final written warning for absences and miss outs/late in combination will

result in the following:

Six (6) Final Written Warnings within one (1) year Subject to Discharge

The Company agrees to furnish the Union, upon request, copies of the applicable forms to facilitate the Union's investigation of grievances concerning the application of this Article.

ARTICLE 28
DURATION AND CONTINUITY OF SERVICE

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies. The parties agree that nothing contained in this agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or orders.

During the term of this Agreement, neither the Union nor its members shall call, sanction, assist, and engage in any strike, slow down or stoppage of Company work. The Union will require its members to perform their services for the Company when required to do so except for a refusal by the Company to abide by the terms of the grievance and arbitration process of this Agreement. Employees participating in any unauthorized strike, work stoppage or slowdown shall be subject to immediate termination. Refusal of employees to cross a primary picket line of another employer, if approved by the Central Labor Council, shall not be cause for discipline or discharge not be construed to be a violation of this Agreement.

This Agreement shall be effective from July 1, 2015 and continue through June 30, 2019 except as changes, amendments or supplements may be mutually agreed during its term and reduced to writing. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate same at least 90 days but not more than 120 days prior to the expiration of any anniversary date thereof.

The parties have executed this Agreement this ____day of February 2016.

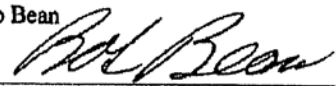
The parties have executed this Agreement this _____ day of February 2016.

ATU Local 1433

National Express Transit Services Corporation

Name: Bob Bean

Name: Gary Waits

Signature: 

Signature: 

Date: 2-11-16

Date: 2-25-17

ATU Local 1433

National Express Transit Services Corporation

Name: Michael L. Cornelius

Name: Mark Foster

Signature: 

Signature: 

Date: 2/11/16

Date: 2/25/16