



COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street
Marietta, Georgia 30060
(770) 528-8400 / FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
122 Waddell Street
MARIETTA, GA 30060

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, even if it is a “NO BID” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, December 1, 2016** in the

**Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

No bids will be accepted after the 12:00 noon deadline.

**Sealed Bid # 17 – 6210
Request for Proposal
Transit System Operations and Maintenance Services
Transit Division
Cobb County Department of Transportation**

**Pre-Proposal Meeting: November 14, 2016 @ 10:00 A.M.
Paratransit Facility
431 Commerce Park Drive
Marietta, GA 30060**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: November 4, 11, 18, 25, 2016

BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060

BID/PROJECT NUMBER: 17-6210
Request for Proposal
Transit System Operations and Maintenance Services
Transit Division
Cobb County Department of Transportation

DELIVERY DEADLINE: DECEMBER 1, 2016 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: December 1, 2016 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **17-6210**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
Cobb County Purchasing
122 Waddell Street
Marietta, GA 30060

SEALED BID # 17-6210 DATE: December 1, 2016

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request For Proposal –
Transit System Operations and Maintenance Services**

VENDOR: _____

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
122 WADDELL STREET
MARIETTA, GA 30060

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
SEALED BID NUMBER 17-6210

Request for Proposal
Transit System Operations and Maintenance Services
Transit Division
Cobb County Department of Transportation

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 122 Waddell Street, Marietta, GA. 30060 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

_____ Representative
Company

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

Sealed Bid # 17-6210

**Transit System Operation and Maintenance Services
Transit Division
Cobb County Department of Transportation**

Bid Opening Date: December 1, 2016

**Pre-Proposal Conference: November 14, 2016 @ 10:00 AM (E.S.T.)
Paratransit Facility
431 Commerce Park Drive
Marietta, GA 30060**

**Proposals Are Received In the Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060**

Before 12:00 (Noon) By The Bid Opening Date

**Proposal Will Be Opened In the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street
Marietta, GA 30060**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

REQUEST FOR PROPOSALS

**TRANSIT SYSTEM
OPERATIONS AND MAINTENANCE SERVICES**

**TRANSIT DIVISION
COBB COUNTY DEPARTMENT OF TRANSPORTATION**

SEALED BID #17-6210



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Request for Proposals
Transit System Operations and Maintenance Services
Transit Division
Cobb County Department of Transportation
Sealed Bid #17-6210

Section 1
General Information

1.1 INTRODUCTION

Cobb County (“County”) is soliciting proposals from qualified vendors (“Vendor” or “Contractor” or “Proposer”) for the operations, maintenance and administration of CobbLinc, formally known as Cobb Community Transit (CCT), and the Georgia Regional Transportation Authority (GRTA) *Xpress* buses included in the County’s service.

It is the intent of Cobb County to retain one Contractor to provide complete fixed route, express route, Flex service, paratransit, maintenance, safety, and customer service operations such that nothing remains to be purchased, provided or supplied other than as noted within the provisions of this Request for Proposals (RFP).

Specific performance standards have been delineated in the RFP in order to achieve the County’s goal of providing safe, efficient, and reliable transit service. Strict adherence to the specified performance standards is required under the Contract, which will be included as part of the RFP. The RFP itself will constitute and be made a part of the contract.

The Contractor shall assist and cooperate with the County and *Xpress* in meeting the objectives of providing quality transportation services. The Contractor shall perform close liaison activities, coordination, and cooperation with the County and *Xpress* on matters related to operations, monitoring, reporting and service performance measurements, and will respond immediately to any inquiries, concerns, and requests from the County on behalf of the County and *Xpress*.

Throughout the RFP, there are multiple references made to CobbLinc and *Xpress* service. CobbLinc and *Xpress*, individually, shall be responsible for making decisions, making changes, and providing approval or authorization required under this RFP for their respective services, as communicated to the Contractor by the County exclusively.

The individual contract components are as follows:

A. Local and Express Fixed Route Transit Operations

This shall include but not be limited to:

- Transportation services for special events or emergency services.
- Transportation fairs and public events.
- Regular scheduled services.
- Flex route services.

B. ADA Complementary Paratransit Operations

This shall include but not be limited to:

- Paratransit certification and recertification.
- Managing the CobbLinc Reduced Fare Program.

C. Maintenance

This shall include but not be limited to:

- Maintenance of all equipment on all buses such as fare collection equipment, on-board surveillance systems, AVL and APC systems, ADA equipment, automatic announcement systems, and destination signs. Any future equipment installed on new purchases and/or projects such as Clever Devices AVM, Infotainment, farebox integration, and Fuelmaster Aim2 fuel management system shall be included as well.
- Maintenance of entire fleet including support vehicles.
- Maintenance of all shop equipment used to provide transit services.

D. Safety

- Safety and training for all transit services provided to include training and certifications required by local, State and Federal agencies, and factory training on Gillig buses, Cummins engines (diesel and CNG), and Thermo King.

E. Customer Service

This shall include but not be limited to:

- Operating a Call Center
- Staffing of Customer Service Centers
- Customer Service Training
- Maintenance of Information Signs
- Breeze Card Issue Resolution
- Online Ticket Sales
- Managing the Ticket Partner Program

- Managing the Bus Pass Sales Program including direct sales, mail-in requests, fax requests, credit card sales, and online ticket sales.
- Revenue collection/counting and deposit of all CobbLinc revenues including farebox revenues.
- Bus schedule distribution to locations throughout Cobb County as needed.

Details regarding each component are included in Section 3.

1.2 **SERVICE DESCRIPTION**

Cobb County operates a public transit system known as CobbLinc and GRTA operates an Express bus service known as *Xpress*. The County provides the following services:

Note: All routes are subject to change.

CobbLinc Services Provided:

- Eight (8) Local Fixed Routes: 10, 15, 20, 25, 30, 40, 45, 50.
- Three (3) Flexible Fixed Routes: Zone 1, Zone 2, Zone 3.
- Two (2) Circulator Routes: Route 1 (North Core), Route 2 (South Core)
(Service to Begin in Spring 2017)
- Three (3) Reverse Commute Routes: 10A, 10B, 10C.
- Three (3) Express Routes: 100, 101, 102.

GRTA Services Provided:

- Three (3) GRTA *Xpress* Routes: 476, 480, 482.

CobbLinc Services (tentatively planned):

CobbLinc tentatively anticipates the starting of several new services/system changes during the duration of this contract such as the following:

- Sunday Bus Service (Systemwide)
- Route 10X (Local Fixed Route)

GRTA Services (tentatively planned):

GRTA tentatively anticipates the starting of several new services/system changes during the duration of this contract such as the following:

- Town Center Mall to Downtown
 - Estimated hours and miles are unknown at the present time.
- Roswell Road to Downtown
 - Estimated hours and miles are unknown at the present time.
- Hickory Grove to Downtown
 - Estimated hours and miles are unknown at the present time.

Service is provided within Cobb County, with some extended service to destinations outside of Cobb County. CobbLinc local, Cobb express, and GRTA *Xpress* buses interface with the Metropolitan Atlanta Rapid Transit Authority (MARTA) at six (6) rail stations in Fulton County. Reverse commute and express service does not operate on weekends.

Route maps and schedules are available at the following links:

- www.CobbLinc.com
- www.xpressga.com

Based on 2015 National Transit Database (NTD) data, the average weekday ridership for local, reverse commute, and express service is 11,788 trips and the average Saturday ridership for local fixed route service only is 5,449 trips.

NTD deadhead hours, revenue hours and passenger trips data for all CobbLinc local and express routes for the 2015 fiscal year are displayed below.

Fiscal Year	Local and Express Deadhead Hours	Local and Express Revenue Hours	Local and Express Deadhead Miles	Local and Express Revenue Miles	Local and Express Unlinked Passenger Trips	Paratransit Vehicle Revenue Hours	Paratransit Unlinked Passenger Trips
2015	23,794	165,064	592,783	2,885,508	3,267,424	33,666	60,070

CobbLinc and MARTA, as well as GRTA and MARTA, have agreements that provide for reciprocal free transfer privileges from MARTA to CobbLinc local service and from CobbLinc local and express to MARTA for passengers using the Breeze card system. CobbLinc and GRTA buses enter the MARTA service area and stations to discharge only on outbound trips and board passengers only on inbound trips at designated MARTA bus stops.

ADA complementary paratransit service within Cobb County

The program provides curb-to-curb paratransit service to certified persons with disabilities within a one and three quarter (1-¾) mile corridor along all local bus routes within Cobb County. Scheduling, dispatching, and reservations are handled through the use of Trapeze computer software. Based on 2015 NTD data, the average weekday ridership for paratransit service is 214 trips and the average Saturday ridership is 98 trips. A map of the current CobbLinc paratransit service area is included as **Exhibit 2**. Certified CobbLinc Paratransit Riders are permitted to ride free on CobbLinc Local Fixed Routes only.

1.3 HOURS OF SERVICE

Operating hours for local fixed route service is Monday through Saturday; 5:00 AM through approximately 1:00 AM. FLEX service is provided Monday through Friday; 7:00 AM to 7:00 PM. Express service is provided Monday through Friday during AM and PM peak hours. Complementary paratransit service is provided on the same days and during the same hours as local fixed route service. On occasion, express service may be extended or reduced due to holidays, special events or emergency service.

CobbLinc does not operate on the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. The County reserves the right to extend the hours or days of service and to include additional holidays at **any time** during the duration of this contract.

Xpress does not operate on the following holidays: New Year's Day, MLK Jr. Day (observed), Memorial Day, Independence Day, Thanksgiving Day, the day before and after Thanksgiving Day, and Christmas Day. GRTA reserves the right to extend the hours or days of service and to include holiday at **any time** during the duration of this contract.

1.4 FARES

	<u>Local Bus Fares</u>
Adult One-way	\$2.50
Youth under Age 18 (ID Required)	\$1.50
Senior Citizens (ID or Medicare Card Required)	\$1.00
Persons with Disabilities (CobbLinc Issued ID Card Required)	\$1.00
Children under 42" Height	Free
CobbLinc & MARTA Transfers	Free (Breeze Card Only)
CobbLinc to CobbLinc Transfers	Free (using magnetics)

	<u>Paratransit Bus Fares</u>
Paratransit Adult One-Way	\$4.00
Paratransit Youth One-Way	\$3.00
31 Day Paratransit	115.00
Paratransit 10 Ride	30.00

Special reduced fares for senior citizens and persons with disabilities are available all day, Monday through Saturday, on local routes only.

CobbLinc Express Bus Fares

Adult One-way	\$5.00
Youth under Age 18 One-way	\$5.00
Children under 42” Height	Free
CobbLinc & MARTA Transfers	Free (Breeze Card only)

Xpress Bus Fares

One-way	\$5.00
Children under 42” Height	Free
Xpress and MARTA Transfers	Free (Breeze card only)

CobbLinc and GRTA reserve the right to adjust fares, which in no way will cause competition between services, at any time throughout the duration of this contract.

Special reduced fares are not available anytime on Express Routes, Paratransit, or other Special Services.

1.5 TRANSFERS

Transfers are valid for up to three (3) hours from the time they are issued. Transfers in the same direction of travel are valid only on a different route other than the route that issued the transfer. Passengers are required to ask for a transfer upon boarding the bus.

If a passenger is riding CobbLinc local service to MARTA, the passenger pays the one-way CobbLinc fare and transfer free to MARTA when using a Breeze card only. For the return trip, the passenger pays the MARTA fare and transfer free to CobbLinc when using a Breeze card only. If a passenger is riding CobbLinc express to MARTA, there will be an upcharge to transfer. To board CobbLinc buses at MARTA stations without a transfer from MARTA service, passengers must pay the CobbLinc fare.

If a passenger is riding Xpress to MARTA, the passenger pays the one-way Xpress fare and transfer free to MARTA when using a Breeze card only. For the return trip, the passenger pays the MARTA fare and transfers free to Xpress when using a Breeze card only. To board Xpress buses at MARTA stations without a transfer from MARTA service, passengers must pay the Xpress fare.

1.6 TICKETS

31 Day Express	\$125.00
Express 20 Ride	\$65.00
31 Day Local	\$72.00
Local 10 Ride	\$18.00
31 Day Paratransit	\$115.00
Paratransit 10 Ride	\$30.00
Breeze Card	\$1.00 (will increase to \$2.00 in 2017)

An identification card is needed to purchase a paratransit ticket. Tickets can be purchased in person, by mail, or online by certified paratransit customers only. Cash, checks, money orders and credit cards are accepted. There are no refunds on tickets.

Note: Fares, fare structure, and tickets are subject to change.

1.7 PARATRANSIT RESERVATIONS

Reservations are accepted Sunday through Friday between 8:00 AM and 5:00 PM. The County reserves the right to change the days or hours of paratransit reservations to meet existing or future FTA rules, according to Federal Guidelines, without an additional charge to the County.

1.8 SPECIAL EVENTS/EMERGENCY SERVICE

The special events program provides service for a variety of community events as directed by Cobb County on behalf of the County and/or *Xpress*. These special events may be scheduled on any day of the week and at any hour when the event does not conflict with regularly scheduled service or paratransit service. The schedule varies each year and is determined by Cobb County or *Xpress*.

1.9 GEORGIA REGIONAL TRANSPORTATION AUTHORITY (GRTA)

Cobb County has an agreement with the Georgia Regional Transportation Authority (GRTA) whereby Cobb County operates three (3) GRTA *Xpress* Routes: 476, 480 and 482. Currently, Cobb County retains the fares collected on *Xpress* routes and invoices GRTA for the difference between costs of service minus the revenue collected.

1.10 XPRESS BUS FLEET

A complete inventory of all *Xpress* vehicles is included as **Exhibit 3**. CobbLinc currently has 15 MCI Coaches from GRTA to operate *Xpress* service. Maintenance of the *Xpress* buses is the responsibility of the Contractor. GRTA reserves the right to adjust the size of the fleet at any time to meet service adjustments throughout the duration of this contract.

1.11 COBBLINC BUS FLEET

CobbLinc's bus fleet consists of forty-nine (49) fixed route local buses, nineteen (19) express buses, thirty (30) paratransit buses, and a small fleet of supervisor and maintenance vehicles. All buses are either equipped with a wheelchair lift or ramp. A complete inventory of all CobbLinc revenue and non-revenue vehicles is included as **Exhibit 3**. The County reserves the right to adjust the size of the fleet at any time to meet service adjustments throughout the duration of this contract.

1.12 SERVICE PROVISION

Since the inception of the transit system, Cobb County has utilized the services of an independent Contractor to provide operations, maintenance, safety and customer service for the system. The CobbLinc staff, a part of the Cobb County Department of Transportation, conducts contractor oversight, monitoring of the system, and service planning. GRTA staff may conduct monitoring of the *Xpress* system and service.

Cobb County provides the operations, administration and maintenance facility, vehicles (revenue and non-revenue) and fixed facility equipment (vehicle lifts, bus wash, fuel stations, and pressure washer).

1.13 OTHER ITEMS

CobbLinc has a separate contractor who is responsible for providing other equipment and items such as bus shelters, signs, benches, trash receptacles, schedules and system maps, tickets, transfers, passes, and Breeze Cards.

1.14 TERM OF THE CONTRACT

Subject to the terms set forth in Section 4.7, Contract Duration, the initial term of this Contract shall be for five (5) years with the option to renew for one (1) additional two (2) year term. The effective date of the contract shall be **July 1, 2017**, to be exercised at the County's discretion.

1.15 SERVICE APPROVALS

The Cobb County Board of Commissioners is the policy making body for CobbLinc. The Transit Advisory Board, composed of citizens appointed by the Cobb Board of Commissioners, acts as an advisory group. The Accessibility Advisory Committee, comprised of representatives of seniors, disabled citizens and social service agencies, advises staff on accessibility issues.

CobbLinc is the primary authorizing agency for routes, schedules, and fares for CobbLinc services. The Transit staff researches changes to services including new routes prior to review by the Cobb County Transit Advisory Board. Recommendations are forwarded to the Cobb County Board of Commissioners for final approval.

Xpress is the primary authorizing agency for routes, schedules and fares for *Xpress* service. The Transit staff researches changes to services including new routes prior to implementation. Implementation of any *Xpress* service changes will be coordinated with the CobbLinc staff.

1.16 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

This project will be funded in part from grants from the Federal government. The proposed contract includes the requirements related to this funding. Please refer to Section 6 for further details on the requirements.

Proposer must submit completed certifications with their proposal. Please refer to Section 2 for a complete list of the required certifications.

Failure to provide all required certifications, completed in full, including an authorized signature, will cause the proposal to be deemed non-responsive. There are no exceptions to this requirement.

1.17 RESERVED RIGHTS

The County reserves the right to reject any and all proposals and to waive what it considers to be informalities and minor irregularities in proposals received. The County reserves the right to enter into a contract with any Proposer based upon the initial proposal or on the basis of the “best and final” offer with or without conducting oral discussions.

Any contract(s) resulting from the RFP will be financed in part with funds available to the County through grants from the Federal Transit Administration. The obligations of the County are contingent upon the receipt of these requested federal funds by the County. In the event that funding from this source is eliminated or decreased, the County reserves the right to terminate the contract(s) or modify accordingly. Additionally, the contract(s) will be subject to all provisions of the Official Code of Georgia Annotated, §30-60-13.

1.18 PRE-CONTRACTUAL EXPENSES

Upon receipt of a proposal by Cobb County, the proposal shall become the property of the County and, without compensation to the Proposer, for disposition or usage by the County at its discretion. The County shall not compensate the Proposer and the Proposer shall not be entitled to for any expenses incurred by the Proposer in:

- Preparation of the proposal in response to this RFP and submitting the proposal;
- Providing assurances in response to this RFP, including bonds;
- Negotiating with the County and on any matter related to the proposal.

The County shall also not be responsible for any other expenses incurred by the Proposer prior to the date of Contract award. The County, the Board of Commissioners, GRTA, SRTA, and their respective Boards of Directors, their staff and their agents shall be held harmless from any liability, claims, or expenses whatsoever, incurred by, or on behalf of, any person or organization in responding to this RFP.

1.19 CONTENTS OF CONTRACT

The Contract resulting from this RFP will consist, at a minimum, of the following:

- Request for Proposal (Scope of Work) and (Addenda).
- All Contract Provisions.
- Contractor's Proposal and modifications mutually agreed upon by the County and the Contractor between the Contract award and execution of the Contract.
- Contractor performance standards, incentives and penalties.
- Contractor's plans developed prior to service start-up.

End of Section 1

Section 2

Instructions to Proposers

The following section outlines the specific requirements for proposals and the RFP process. Proposers are cautioned to read this section carefully. Failure to provide all the required information will cause the Proposal to be deemed non-responsive.

SCHEDULE OF EVENTS (subject to change)

Pre-Bid Conference & Bus/Facility Inspection:	November 14, 2016 at 10:00 AM Paratransit Facility 431 Commerce Park Drive Marietta, GA 30060-2737
Deadline for Submitting Questions	November 18, 2016 at 5:00 PM
Deadline for Receipt of Proposals	December 1, 2016 before 12:00 PM
Tentative Award Date	March 2017
Contract Start Date	July 1, 2017

2.1 TYPE OF SOLICITATION

This is a Request for Proposals (RFP) for services as described herein. Each proposal will be evaluated in accordance with the Evaluation Criteria outlined in Section 2.14. Proposals will be evaluated by an evaluation committee. The Cobb County Board of Commissioners will award a contract to the Proposer which the County deems, in its sole discretion, to be the most qualified, and in the best interest of the County.

2.2 DOCUMENTS

A complete set of proposal documents shall be used in preparing the proposal. Cobb County assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of documents.

Each Proposer shall carefully examine these documents and take such other steps, as may be reasonably necessary, to ascertain the nature of the work and the local conditions, which may affect the work or the cost thereof. Failure to do so will not relieve the Proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Responsive proposals are those complying in all material aspects with the solicitation. Proposals that do not comply with all the requirements of the solicitation may be rejected as non-responsive.

2.3 PREPARATION OF PROPOSAL

A proposal shall be submitted on the forms furnished, or copies thereof; shall be completed in ink, typed or electronically printed and shall be manually signed. If erasures or other changes appear on the forms, the person signing the proposal shall initial each erasure or change.

If a proposal is from an individual, sole proprietorship, or a Proposer operating under a trade name, that individual shall sign the proposal.

A proposal by a partnership shall be executed in the partnership name and signed by a partner with the official address of the partnership shown below the signature.

A proposal by a corporation shall be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the corporate Secretary or Assistant Secretary.

A proposal submitted by a joint venture shall list the name of the joint venture and the mailing address and shall be executed by all joint ventures in the same manner as if they were individually submitting proposals. The signature portion of the proposal shall be altered as appropriate for execution by the joint venture and all joint ventures.

2.4 PROPOSAL CONTENT AND FORMAT

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided. The proposal shall consist of the following sections. Responses for each of the proposal requirements listed below must be clearly stated.

A. Bid Bond

The Proposal must be accompanied by a bond, cashier's check, or certified check in an amount not less than five percent (5%) of the total price for twelve (12) months of full operation of the fixed route, paratransit, and maintenance services.

B. Proposal Submittal Letter

Executed Proposal Submittal Letter as shown in **Attachment 11**.

C. General Information

1. Name of Proposer.
2. Full address of Proposer's principal office.
3. Proposer's telephone number.

4. Name(s), telephone number(s), fax number(s) and addresses if different from above, of primary contact(s) in the Proposer's organization with responsibility for responding to this RFP to whom matters regarding this RFP shall be directed.
5. Indicate whether the Proposer is an individual, partnership, corporation, or joint venture. If the Proposer is a consortium, joint venture, or team, indicate the entity responsible for the Proposal.
6. If a partnership, list the names and addresses of partners; if a corporation, list the names of the officers, directors and shareholders and the State of the incorporation; if a joint venture, list the names and addresses of the ventures and, if any venture is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership and joint venture.

D. Required Certifications

1. Disadvantaged Business Enterprise Program (**Attachment 1**)
2. Non-Collusion Bidding Certification (**Attachment 2**)
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions (**Attachment 3**)
4. Ineligibility Certificate (**Attachment 4**)
5. Certification of Drug-Free Workplace (**Attachment 5**)
6. Cobb County Conflict of Interest and Prohibition Against Contingent Fees Certification (**Attachment 6**)
7. Certification Regarding Non-Segregated Facilities (**Attachment 7**)
8. Buy America Certification (**Attachment 8**)
9. Certification Regarding Lobbying (**Attachment 9**)
10. Contractor's Qualification Statement (**Attachment 10**)
11. Proposal Submittal Letter (**Attachment 11**)
12. Evidence of Compliance with Georgia Security and Immigration Compliance Act (**Attachment 12**) **Failure to provide this document will cause the proposal to be deemed non-responsive.**
 - a. Contract Affidavit & Agreement
 - b. Subcontractor Affidavit A-1
13. Bid Protest Procedures

E. Addenda

Provide acknowledgement, by number and date issued, of each addendum to this RFP issued by Cobb County and received by the Proposer. **Failure to provide acknowledgement, by number and date issued, of each addendum to this RFP issued by Cobb County and received by the Proposer may cause the proposal to be deemed non-responsive.**

F. Proposer's Qualifications

1. Experience

- a. Number of years of experience the Proposer has in providing public transportation system operations and maintenance (O&M) services similar to those required in this RFP, both as a Contractor and also as a subcontractor.
- b. List the contracts and/or proposals the Proposer currently has underway or is in the process of bidding. Include the following information for each project:
 - Name and telephone number of client contact.
 - Contract price.
 - Description of transportation services provided, including the size of the service.
 - Length of the contract.
 - Whether performing service as a prime or subcontractor.
- c. List contracts the Proposer has completed and/or is no longer servicing, within the last five years, which demonstrate qualifications to perform the work in this RFP. For a joint venture or partnership work, name the other individuals or companies involved and indicate who was the sponsoring individual or company. Include the following information on the project: client name, name and telephone number of contact, description of transportation services provided, the length of the contract, and the reason for termination.
- d. State whether any arbitration, mediation or litigation has occurred or is pending or threatened by or against the Proposer or any officer or partner of the Proposer relating to performance under a contract by a Proposer or Proposer's predecessors. Include the following information for each case: style of the case, parties to the litigation, court in which litigation was filed, and civil action number; nature of claims; whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict):
- e. Provide any other information, including appropriate business references, describing the Proposer's experience and past performance in providing transportation system O&M service.

G. Financial Responsibility

Provide information relating to the financial stability of the firm, including information demonstrating that it has the necessary financial resources to meet the requirements as specified herein. This information shall include:

- Audited balance sheets for the last three (3) fiscal years.
- Audited consolidated balance sheets of the firm and its subsidiaries, if any, for the last three (3) fiscal years.
- Audited statements of income and stockholders' equity, if any, and changes in the financial position of the firm for the last three (3) years.
- Audited consolidated statements of income and stockholders' equity, if any, and changes in the financial position of the firm and its subsidiaries, if any, for the last three (3) fiscal years.
- Unaudited balance sheets of the firm and its subsidiaries, if any, for interim quarterly periods since the close of its last fiscal year.
- State whether the firm, its predecessors, or its principals have been involved in a bankruptcy. If so, provide details.
- Evidence of firm's ability to obtain the specified amounts of insurance in the form of a written commitment from an insurance company authorized to do business in the State of Georgia.

H. Personnel

1. General Manager: Provide a minimum of two (2) proposed names and resumes for the position of General Manager. Include education, experience (including locations) and accomplishments.
2. Fixed Route/Express Manager: Provide a minimum of two (2) proposed names and resumes for the position of Fixed Route Manager. Include education, experience (including locations) and accomplishments.
3. Paratransit Manager: Provide a minimum of two (2) proposed names and resumes for the position of Paratransit Manager. Include education, experience (including locations) and accomplishments.
4. Customer Service Manager: Provide a minimum of two (2) proposed names and resumes for the position of Customer Service Manager. Include education, experience (including locations) and accomplishments.
5. Maintenance Manager: Provide a minimum of two (2) proposed names and resumes for the position of Maintenance Manager. Include education, experience (including locations) and accomplishments.

6. Safety and Training Manager: Provide a minimum of two (2) proposed names and resumes of the Safety and Training Manager. Include education, experience (including locations) and accomplishments
7. Department Managers: Provide the proposed names and resumes of any additional Managers your firm plans to include in providing services under this contract. Include education, experience (including locations), and accomplishments.
8. Management Support Team: Discuss the resources and services that your firm shall provide at no extra charge as part of the Contract. The Management Support Team shall include fixed route supervisors, fixed route dispatchers, paratransit supervisors, paratransit dispatchers, customer service agents, receptionists, count room personnel, daily revenue reconciliation personnel, safety supervisory, and ticket partner program personnel. Please indicate the number of personnel proposed for each component of the contract.

I. Proposers Approach to Providing Services and Support
(To be completed on separate pages)

1. Understanding of the Requirements of each Component of the Contract

After studying this RFP, including the Service Specifications, provide a statement demonstrating a clear understanding of the services and support required by this RFP. All elements of service and support needed to meet the requirements of this RFP, which are not listed as responsibilities of the County, are assumed to be responsibilities of the Contractor, whether specifically set forth or not.

2. Description of Approach

- a. Provide a brief summary of the Proposer's operating philosophy.
- b. Provide a brief summary of how the Proposer intends to fulfill the Contractor's requirements outlined in this RFP.
- c. Outline proposed approach to meet each specific responsibility outlined in the Scope of Work: Contractor's Responsibilities.

3. Fixed Route and Paratransit Operations

- a. For the fixed route express and paratransit program, outline the methodology the Proposer will use to ensure quality control of the on-street operation, including transfer centers, park and ride lots, MARTA rail stations, and downtown Atlanta. This shall include on-time performance, operators' adherence to rules and regulations, compliance with all ADA requirements, maintenance vehicle exchanges, use of extra vehicles to minimize loss of service, and customer service.
- b. The paratransit component must specifically identify strategies to be employed for addressing service quality and efficiency.

- c. Provide proposed schedules for dispatching and supervision for the fixed route and paratransit programs and discuss how these activities will be maintained during all service hours. This shall include additional monitoring of AVL system to ensure all drivers logon properly and that a timely response to incidents is performed.
 - d. Submit report samples and forms addressing *all* aspects of the operation, including drivers' pre-trip and post-trip inspections, on-time performance checks, monitoring of operators' performance, dispatch logs, daily operations reports, and vehicle assignments. The County reserves the right to require operations forms in a format consistent with the goals and targets of the Transit Asset Management Plan (TAMP).
 - e. Discuss how the proposer will implement CobbLinc's paratransit certification review process and the recertification process.
 - f. Provide a proposed work schedule for all key managerial staff to ensure that CobbLinc operations are monitored consistently during all AM and PM peak periods.
 - g. Describe the Proposer's approach to handling operator courtesy complaints and unsafe driving complaints. Customer complaints and commendations will be the function of the County and all such complaints received by the Contractor will be forwarded to the County for documentation and response.
 - h. Provide a copy of the Proposer's Progressive Discipline Process.
4. Safety and Training
- a. Provide a description of the Proposer's comprehensive safety program including accident prevention, road supervision, equipment and facility monitoring, emergency preparation, accident response, investigation, and reporting procedures.
 - b. Indicate how the Proposer will comply with all requirements related to the Federal Drug and Alcohol Testing Program and the Americans with Disabilities Act.
 - c. Provide a description of the Proposer's comprehensive training and re-training program. This shall include maintenance staff training on Gillig buses, Cummins engines, Clever Devices IVN AVL system, Thermo King systems, Cubic fare system and all other equipment installed on buses.

5. Maintenance

- a. Describe the Proposer's comprehensive maintenance program that shall meet County requirements. The plan must include, at a minimum, the following components: preventive maintenance program, vehicle and equipment repairs, air conditioning and heating maintenance repair program, body damage repairs, driver vehicle condition report (DVCR) follow up, specialized equipment program, parts inventory, record keeping, accounting system and warranties.
- b. Describe which preventive maintenance activities will be performed in-house and which will be provided by a subcontractor.
- c. Describe the approach and timeline for monitoring and repairing accident damage.
- d. Describe the methodology to ensure quality control of the maintenance program, including ensuring follow-up of defective items.
- e. Describe the proposed plan for daily and periodic detailed cleaning and include a checklist for each type of cleaning and servicing. The plan shall delineate how the appearance of the bus fleet will be maintained.

6. Customer Service

- a. Describe the Proposer's customer service program including responding to customer inquiries and concerns, tracking and reporting concerns, and developing corrective actions based on feedback.
- b. Explain how the customer service program will be monitored to ensure that the delivery of customer service is of the highest quality.
- c. Outline the Proposer's approach in handling the sale of CobbLinc and *Xpress* fare media including media sold through the CobbLinc Ticket Partner Program.
- d. Describe the proposed plan for collection, counting, reconciliation of passenger fares, ticket and pass revenue, including a specific identification of procedures to ensure the proper safeguarding and reporting of fares.

7. Records and Reports

Define the Proposer's records and reporting program that encompasses all aspects of the operation and meets County requirements. The County reserves the right to require use of a specific asset management software and forms that provide data in a format that can be used to meet the TAMP targets and goals.

National Transit Database – Fixed Route/Express/Paratransit

Provide a detailed description of how the National Transit Database (NTD) program will be implemented and maintained including the Proposer's approach and methodology for random sampling for motor bus and demand response.

8. Personnel

Provide a proposed organizational chart and staffing plan indicating organizational structure, number of management, staff employee positions by division, full-time or part-time status of each employee, salary, and benefit schedules for each employee classification. The staffing plan shall describe the skills and experience required of each employee, and the overall training program that shall be implemented to insure all personnel meet satisfactory standards of knowledge. The plan must also address strategies that shall be adopted for recruitment and retention of employees. The plan must also include a work schedule for key managers and maintenance technicians to ensure there are a sufficient number of key managers on property during AM and PM peak periods including AM and PM pull out. Contractor must include details on how the quantity of mechanics proposed compares to national averages of mechanics per bus and per mile.

9. Supervision

The County requires a strong supervision component that provides adequate street supervision at all times buses are operating. Describe the proposed program that shall ensure adequate geographic coverage is provided, for both fixed route and paratransit service throughout the service area, with assurances of a prompt response to accident investigation or service incidents.

10. Proposed Transition

Proposers shall submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the time of contract award through the first full month of system operations under the new Contract. The time schedule must provide for the transition to the new Contract effective July 1, 2017.

Note: This section must be completed by all Proposers.

J. Cost Proposal

1. The Proposer shall provide Variable Cost and Fixed Cost for services identified on the attached Cost Proposal Forms. The Cost Proposal shall set forth the firm fixed cost the Contractor proposes to charge Cobb County to provide the services outlined herein for five (5) years.
2. The Cost Proposal shall be based on the characteristics of the current service, including route structure, mileage, revenue hours and deadhead hours. The County and *Xpress* do not pay for deadhead time or miles.
3. The Cost Proposal shall include a cost allocation breakdown of every component of the RFP.
4. The Cost Proposal shall include proposed wage rates for EVERY employee position listed in the proposal including starting rates for new employees, and average hourly rates per year.

5. The County reserves the right to modify the Contract to remove the paratransit certification/recertification component, however, the Proposer shall include the cost to certify or recertify applicants in the Cost Proposal.
6. Proposers shall be aware that service is subject to change should circumstances dictate. All service revisions shall be based on revenue hours at the start of the Contract.

2.5 PROPOSAL CONTENTS

A Proposal that does not contain all the required documentation or requirements of this RFP will be deemed non-responsive and rejected.

2.6 SIGNATURE REQUIREMENTS

Proposals must be accompanied by a transmittal letter signed by a duly authorized officer(s) of the firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each submittal shall indicate the entity responsible for execution on behalf of the team.

2.7 PROPOSAL SUBMISSION

Sealed Proposals must be submitted to Cobb County at the following address:

Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060

Proposers must submit six (6) complete sealed copies of their Proposal (an original and 5 copies). The full package of copies and each copy must be labeled **“Sealed Bid #17-6210 RFP – Transit System Operations and Maintenance Services”** and show the name and address of the proposing firm. Supporting documents must be included with the Proposal, not submitted in a separate envelope.

Proposals must be received before 12:00 PM on December 1, 2016. Late proposals will not be accepted.

2.8 PROPOSAL EFFECTIVE DATE

Each Proposal shall remain valid for a period of ninety days (90) days beginning the date Proposals are opened.

2.9 PRE-PROPOSAL CONFERENCE AND VEHICLE INSPECTIONS

A pre-proposal conference, which shall include a facility inspection and vehicle inspections, will be held at **10:00 AM on November 14, 2016 at the Paratransit Facility, 431 Commerce Park Drive Marietta, GA 30060-2737.** Attendance is not mandatory but is strongly encouraged.

2.10 QUESTIONS

All questions and requests by Proposers concerning this solicitation must be submitted in writing and directed to:

Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060
purchasing@cobbcounty.org
Fax: (770) 528-1154

Responses to any written communications will be issued in the form of an addendum and posted on the Cobb County Purchasing website (www.cobbcounty.org/purchasing).

2.11 REVISIONS TO RFP

The County will issue an Addendum to the RFP if it becomes necessary to revise any part of the RFP, or if additional information is necessary to enable Proposers to make an adequate interpretation of the provisions of the RFP. All Addenda shall be acknowledged by date and number in the Contractor's Proposal. Failure to acknowledge addenda may be cause for a submittal to be deemed non-responsive.

2.12 PROTESTS

Protests related to this solicitation will only be accepted from Proposers whose direct economic interest would be affected by the award of a Contract or failure to award a Contract. A copy of the protest procedures is included in **Attachment 13**. Requests shall be directed to the Cobb County Purchasing Department, 122 Waddell Street, Marietta, GA 30060.

This project is funded in part by the Federal Transit Administration (FTA). FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest.

2.13 EVALUATION AND NEGOTIATIONS

An Evaluation Committee shall be established to review and evaluate all Proposals submitted in response to this RFP. The Evaluation Committee may request clarification, in writing, to any element of the Proposer's response. Such clarifications shall specify the information requested and the response date required.

The Evaluation Committee may select to hold interviews, onsite in Cobb County, with the highest rated Proposers. Key management personnel must be available for the interview, including, at a minimum, the proposed General Manager, the Fixed Route/Express Manager, the Paratransit Manager, the Maintenance Manager, and the Customer Service Manager.

2.14 EVALUATION CRITERIA

The proposals will be evaluated on the basis of the information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to the County's satisfaction the qualifications of any respondent.

Proposals will be evaluated on the basis of the following criteria, listed in no particular order:

A. Qualifications/Experience

1. Proposer's experience in providing service of similar scope and complexity.
2. Qualifications and experience of proposed key management and support personnel.
3. Financial stability of Proposer.

B. Approach

1. Understanding of requirements.
2. Suitability of proposed services.

C. Cost

Evaluation of the overall cost of the required goods and services as submitted in the RFP.

D. Financial Stability

Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

E. References

Evaluation of client references whether included in the proposal response or not

2.15 CONTRACT AWARD AND CONDITIONS

The Contract will be awarded to the most qualified Proposer whose offer conforms to the RFP and whose offer is most advantageous to the County. This RFP specifies the Scope of Work required for this project. The successful Proposer(s), to whom an award is made, is required to enter into a Contract with the County, on behalf of the County, that contains terms and conditions substantially similar to those contained in Section 4. The County reserves the right to delete, add to or alter provisions of the Contract prior to execution and any amendments thereafter shall be mutually agreed upon in writing.

2.16 IMPLEMENTATION SCHEDULE

The County's existing transit services shall not be disrupted as a result of the implementation of the new Contract. The Proposer shall submit a Transition Plan consistent with the transition plan identified herein and one that guarantees a smooth transition program related to all transit system service and support, including, but not limited to, bus operations, maintenance, employees, and customer service.

Following the award and execution of the Contract, Cobb County will issue a Notice to Proceed to the Contractor, which will specify that the Contractor will assume full responsibility on July 1, 2017.

2.17 PERFORMANCE BOND

A performance bond in an amount equal to four (4) months of the Contract sum will be required of the successful proposer(s). The Performance Bond may be in the form of a bond, cashier's check, or certified check for the amount stated. Bonds must be written by a surety company, licensed to do business in the State of Georgia, have a "Best's" rating of "B+" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bond limits equal to or in excess of those required for this project or otherwise be acceptable to the Owner.

End of Section 2

Section 3

Operations and Maintenance of CobbLinc

Scope of Work

3.1 COUNTY DUTIES AND RESPONSIBILITIES

The County has the following responsibilities and performs the following duties with respect to CobbLinc. The Contractor will assist the County in this regard.

A. System Planning and Administration

The County is responsible for all planning activities relative to CobbLinc routes, schedules, days and hours of operations, bus stop locations, location of bus stop improvements, preparation of planning documents, budgets, grant applications and related documents, and other such activities relative to overall system administration, bus procurement and replacement.

B. Media Inquires

The County will respond to all media inquiries.

C. Operations, Maintenance, and Transfer Facilities

The County provides the facilities for fixed route operations, paratransit operations, safety, maintenance, and customer service for CobbLinc at two locations. Tickets and passes for CobbLinc are currently sold at the Marietta Transfer Center (MTC) located at 800 South Marietta Parkway, Marietta, GA 30060.

The following functions are currently performed at the facility located at 463 Commerce Park Drive, Marietta, GA 30060.

- Contractor Management and Administration
- Fixed Route/Express Dispatch
- Fixed Route/Express Operations
- Fixed Route/Express Drivers' Break Areas
- Contractor Payroll
- Safety and Training
- Vehicle Cleaning, Maintenance, Fueling, and Parts Room
- Farebox Probing, Vault and Revenue Counting

The following functions are currently performed at the facility located at 431 Commerce Park Drive, Marietta, GA 30060.

- Contractor Management and Administration
- Paratransit Dispatch
- Flex Dispatch
- Paratransit Operations/Reservations
- Flex Reservations

- Paratransit Drivers' Break Areas
- Customer Service Center

Vehicles and Equipment

The County will provide the vehicles set forth in **Exhibit 3** to the Contractor. These vehicles and equipment shall only be used for activities directly related to the transit system covered by the Contract, unless otherwise authorized, in writing, by the County.

The County has established that non-revenue vehicles are to be used for CobbLinc and *Xpress* business purposes only and are not to be driven for after-hours use. **All vehicles shall be left at CobbLinc offices overnight.** Any variation from this policy must be in the form of written authorization from the County Transit Division General Manager.

Xpress will provide the vehicles set forth in **Exhibit 3** to the Contractor. These vehicles shall only be used for activities directly related to *Xpress* service covered by the Contract, unless otherwise authorized, in writing, by *Xpress*.

D. Computers

Only County-owned computers will be maintained by the County.

The County and GRTA may provide the following computer software:

- Microsoft Office
- Breeze Fare Collection Software
- *Xpress* Route Match AVL
- Apollo Camera System Software
- Seon Camera System Software
- Clever Devices AVL software for Local/Express
- Clever Devices Gray Hawk System Software (paratransit manifest)

E. Internet Access

Access to the Internet by Contractor employees requires approval of the Transit Division General Manager or delegated County Transit Employee. Contractor employees requesting approval for internet access must sign a statement acknowledging the Cobb County Electronic Communications and Security Policy and the Information Services Department's Information Technology Security Standards. Contractor employees accessing the internet inappropriately are subject to disciplinary action. The County will absorb the cost of approved Internet.

F. Phone/Fax Machine

The Contractor shall provide one phone (Cisco Systems) and one fax machine to be located in a secured area for ADA certification processing.

G. Copy Machines

The Contractor shall be responsible for all costs associated with all copy machines located in the Contractor work areas including maintenance, paper, per copy cost, toner, and any servicing.

H. Fuel

The County will pay for the cost of CNG fuel for CobbLinc revenue vehicles used in service of the Contract. In addition, the County will pay for the cost of CNG fuel for CobbLinc CNG paratransit vehicles acquired after award of the contract. The County will outline all operating, administrative, and accounting procedures the Contractor must follow in connection with CNG fueling operations.

The County will provide diesel fuel for CobbLinc and *Xpress* revenue vehicles operated for local, express, and paratransit services. The County will deduct, from the invoice, the cost of gasoline fuel used in non-revenue service vehicles. The County will outline all operating, administrative and accounting procedures the Contractor must follow in connection with fueling operations. The Contractor shall pay for fuel used for Contractor support vehicles (i.e. supervisor's vehicles). **The County and *Xpress* have a No Idling standard operating procedure.**

I. Radio Communication Systems

The County has implemented a Countywide 800 MHz communication system. Fixed route buses, paratransit buses, *Xpress* buses and support vehicles are equipped with the County communication equipment and all operate on the County system. A sufficient number of handheld radios shall be provided to the Contractor. **A County-issued form will be provided to the Contractor to document the number of handheld radios at the time of issuance.** Lost handheld radios shall be replaced by the Contractor to the satisfaction of the County and a police report must be submitted to the County for any radio reported stolen. The County is financially responsible for providing the radio license, all radio equipment, and equipment installation. A separate contractor is responsible for maintenance of radios at the County's expense. Contractors must comply with the County's established communication policies and procedures.

J. Fareboxes

The County provides the electronic farebox system for the fixed route system, including the software and hardware for the fixed route system and all express services. At present, the fareboxes are manufactured by Genfare and are equipped with Cubic Transportation Systems, Inc. software and hardware. The fare collection system utilizes bus validating fareboxes complete with a cash box and smart card reader. The system also utilizes Ticket Reader Issuer Machine (TRIM) units. The fixed route and express buses utilize a 41-inch Odyssey farebox and the paratransit buses utilize a 32-inch Odyssey farebox. The Contractor shall be responsible for maintenance of the fareboxes.

K. Electronic Destination Signs

The County provides the electronic destination signs for the fixed route, express, and paratransit buses. The CobbLinc local fixed route, and express buses have TwinVision signs on 31 vehicles and 46 vehicles have Hanover Signs. On the paratransit fleet, 10 vehicles have Hanover signage and 16 vehicles have Luminator signs. The *Xpress* fleet consists of 15 vehicles with TwinVision destination signs. The Contractor shall be responsible for all associated repairs and replacements of the electronic destination signs.

L. Revenue Collection Equipment

The County provides a coin sorter, coin counter and bill counter. The Contractor shall be responsible for all associated repairs, maintenance and replacement of the revenue collection equipment. The Contractor shall provide the County with quarterly preventative maintenance reports.

M. Notification – Potential Interference with CobbLinc and *Xpress* Operations

The County will make a reasonable effort to notify the Contractor in advance of any road closures, detours, parades, or other such events under County or Authority jurisdiction, which may interfere with CobbLinc and/or *Xpress* operations or require deviations from established routes or schedules.

3.2 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. Component 1: Fixed Route/Express/Special Event Service

Using vehicles and equipment provided by the County or *Xpress*, the Contractor shall operate fixed route/express bus service as specified by the County or *Xpress*. Fixed route/express bus service shall be operated in strict accordance with the operating days and hours, routes and schedules, set forth in the current Master Schedule, and shall provide such service in a safe, professional, and courteous manner. Fixed route/express service hours and peak period bus requirements may vary over the term of the Contract depending upon funding and other considerations.

The Contractor is authorized to deviate from established routes when necessary to avoid construction detours and vehicles or other obstructions within the public right of way as long as missed bus stops are covered by a road supervisor. **All deviations are to be reported to the County immediately.**

In the event that a fixed route/express bus operates more than ten minutes behind schedule, the Contractor shall report this to the County immediately, and take all available steps to restore on-time performance. The Contractor shall establish procedures, subject to County review and approval, to restore on-time performance in a timely and on-going consistent manner to include the use of stand-by buses.

The Contractor is responsible for developing and distributing all schedule blocks and run cuts in conformity with the County or *Xpress*' prior approval and specifications.

A dispatcher must be on duty in the fixed route dispatch office at all times while buses are in service. The dispatcher shall be required to monitor and respond to radio communications during operating hours and communicate with drivers, road supervisors and maintenance personnel regarding operations, service, safety, and customer service issues. **Detailed logs must be kept on ALL communications through an automated system to be provided by the Contractor and approved by the County.**

Drivers shall be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue, collect, and validate transfers, as determined by the County or *Xpress*, as applicable. Drivers shall be properly trained regarding adding cash value on a Breeze Card. Drivers shall verify all Breeze Card fare payments and shall not let a passenger ride if the proper fare has not been paid. Drivers shall verify cash fares deposited in the fare box but are not permitted to handle fares. However, if a passenger is unable to deposit their fare in the farebox due to a disability, the driver may assist the passenger.

Drivers shall have available, at all times during the operation of any bus, an accurate time piece set each day to conform to the AVL clock located in the dispatch area and a flashlight for pre-trip and post-trip inspections. Drivers shall be required to operate the lift, ramp, kneeling features, and assist in securing wheelchairs and scooters.

All CobbLinc fixed route/express and *Xpress* buses are or will be equipped with Automatic Vehicle Annunciator Equipment. Drivers shall be required to activate the equipment and the Contractor shall be responsible for making sure it is programmed properly. Drivers shall be required to make **ALL** ADA required stop announcements, including route identification announcements, when the Automatic Vehicle Annunciator Equipment is not working.

The Contractor shall provide the County a copy of its Operating Rules and Procedures, consistent with State of Georgia DOT requirements, which shall include pre-trip and post-trip vehicle inspections. Drivers must fill out a pre-trip and post-trip vehicle inspection form as outlined in the Contractor's Operating Rules and Procedures.

The Contractor **must** provide a reliable monitoring program to ensure a high performance capability in achieving consistent on-time performance. The Contractor shall be responsible for, through routine daily monitoring of transit services, accumulating data and assembling reports that assist in identifying equipment, schedule, or service level improvements. Monitoring may, from time to time, include ridership statistics (i.e. passenger counts by trip or block, on-time performance and run-time data, on board ride checks and analysis of schedule, route or service problems).

The Contractor shall be responsible for adjusting transit monitoring personnel levels and utilizing existing personnel with other permanent duties, as needed, to assist in ensuring a consistent high quality of service. The monitoring plan and procedures are subject to County approval.

The County requires a strong **Supervision Component** to provide adequate road supervision at all times buses are operating. The Contractor **must** implement a program that provides adequate geographic coverage throughout the transit system's service area with assurances there will be a prompt response, acceptable to the County, to accident investigations or service incidents. Because of the geographic size of the service area, road supervision staffing must be fully familiarized with the transit system and the geographic area that it serves. The County requires an immediate response time to service incidents including out-of-County service points. A special emphasis must be placed on road supervision at all MARTA stations, CobbLinc Transfer Centers, and all Park and Ride Lots. The Contractor shall **immediately** notify the County of a service incident impacting the County or *Xpress*' respective services.

The Contractor shall be required to provide the names of supervisors who worked exclusively for fixed route/express and the number of hours worked per day. This information shall be turned in daily. Fixed/express route supervisors shall, on a daily basis, do an on-time check of a minimum of 10% of all trips. Time checks shall be conducted at the Marietta Transfer Center, Cumberland Transfer Center, MARTA stations, and at any other location requested by the County. Time check reports, for all services, shall be turned into the County on a daily basis.

The County **will not** pay revenue hours for **ANY** bus that is driven by a supervisor, manager and/or safety personnel unless the Contractor has obtained **PRIOR** written authorization from the County.

In addition to regular CobbLinc and *Xpress* operations, the Contractor may from time to time, upon receiving specific written authorization from the County, provide special transportation services using CobbLinc or *Xpress* vehicles. The rate for special event service shall be the **same rate** as charged for regular fixed route revenue service, and the rate shall be paid from the start of the requested service to the end of the requested service, **excluding deadhead**. Any exceptions must be approved by the County or *Xpress*. No minimum hours are guaranteed for special events.

The Contractor shall maintain the security of the fareboxes on the buses and the associated revenue collection system. Drivers must **immediately** report to dispatch any and all problems arising with the farebox. In the event of a farebox malfunction, drivers must seek permission from dispatch before using the temporary cash collection method. If dispatch approves the use of the temporary cash collection method, it shall be noted on the dispatch log. The Contractor shall immediately take actions to fix the farebox problem, either by providing verbal directions to drivers, dispatching a supervisor or contacting maintenance personnel to take the bus out of service.

End of Component 1

B. Component 2: Paratransit Service

Paratransit service shall be operated in strict accordance with the established operating days and hours or any revisions thereto. The service shall be provided in strict accordance with the County's ADA Complimentary Paratransit Policies.

Actual service may increase or decrease over the term of the Contract, depending on the demand for service, the characteristics of the fixed route service, the County's budget or based on changes in the ADA law.

The Contractor shall use qualified personnel to review all applications for certification or re-certification and make eligibility determinations following the Federal Americans with Disabilities Act (ADA) requirements.

The Contractor shall be responsible for coordinating this process, commencing with printing and distributing application forms, evaluating completed applications, responding to customers on certification status, and maintaining an automated database on all certified customers. The Contractor shall be responsible for all tasks and costs associated with the certification and/or re-certification process, and the mailing of all paratransit information materials.

The Contractor, as required by the ADA, shall communicate certification decisions to customers within 21 days of receipt of the completed application. **The Contractor shall provide the County with monthly reports showing the status of all certification applications and the time required to determine and communicate their decisions to the applicant.**

Appeals shall be directed to the County's Transit Operations Monitor for response. The Contractor shall provide the County with all necessary information to evaluate the appeal.

A secure hard copy file (compliant with HIPAA rules) shall be developed and maintained on all paratransit applicants whether approved or denied. A copy of all correspondence sent to the applicant by the Contractor shall be maintained in this file and must be secured. The County shall have access to these files at all times. At no time shall paratransit files be inaccessible to County personnel.

The Contractor shall assume all tasks and costs associated with the re-certification process. The County reserves the right to modify the Contract to remove the certification/recertification function. The Proposer shall include in the Proposal the cost per revenue hour to certify or recertify applicants.

The Contractor shall be responsible for issuing ADA eligibility Breeze Card photo identification cards. The photo I.D. will be issued according to the County's current policies and procedures and in conformance with ADA regulations. The County shall be responsible for providing the Photo I.D. Equipment and the special photo ID Breeze Cards.

All reports produced for paratransit service and forwarded to the County must be produced through the Contractor's Computerized Scheduling Software. No handwritten reports will be accepted. Custom reports are required and the information on the reports must be linked from scheduling software.

Reservations must be taken during normal business hours. Reservations are currently taken from 8:00 AM – 5:00 PM Sunday through Friday, even on holidays. The County **will not** pay any additional charges if reservations must be taken on a holiday. Hours are subject to modification based on ADA regulations or changes in service hours or days.

The Contractor shall provide an automated reservation, scheduling, and dispatching program for the provision of paratransit service. The Contractor must use current Trapeze scheduling software.

All paratransit trips shall be scheduled using real-time scheduling.

Flexibility is required in the deployment of vehicles throughout the day. The Contractor shall be required to schedule passenger trips, and deploy vehicles to provide service, to meet service demand in the most efficient and cost effective manner while meeting ADA requirements. Where necessary, the Contractor must be prepared to employ shifts to provide more service during peak service hours and/or be prepared to deploy a vehicle to handle a small number of trips, or just one trip.

The Contractor shall be required to provide the names of road supervisors who worked exclusively for paratransit service and the number of hours worked per day. This information shall be turned in daily. Paratransit supervisors shall, on a daily basis, do an on-time check of a minimum of 10% of all trips at the **physical location** of the pickup or drop-off location of scheduled daily trips. Same day cancellations shall not be included in the above mentioned on-time checks. Time check reports shall be turned into the County on a daily basis.

The Contractor shall be responsible for meeting ADA requirements relative to the delivery of service, including picking up trips within the 30-minute window. The Contractor shall notify the customer in the event of an unavoidable delay.

The Contractor shall provide the necessary reservation personnel to efficiently respond to incoming calls for reservations requests, trip revisions, general information, and complaints or commendations. Reservation personnel **must** be well versed in ADA law and the County's requirements for the provision of paratransit service. Calls cannot be placed on hold for more than two (2) minutes.

Reservation personnel shall be required to operate the automated paratransit reservation system. The Contractor shall provide the training to assure good customer relation skills which are vital for all reservation personnel.

The Contractor shall provide an administrative assistant that coordinates all paratransit paperwork including daily reports, applications for paratransit service and supporting documents. A reservationist, dispatcher, or road supervisor shall **not** coordinate paperwork.

The County shall pay for paratransit service on a per-passenger trip basis, regardless of the distance or time it takes to complete the trip. The County **shall not** pay for cancellations or no shows. The County shall not pay for any Personal Care Attendant (PCA) or Companion(s). The County shall not pay for any paratransit trip in which a supervisor, manager and/or safety personnel drove the bus without approval by the County. The County seeks a proposal that demonstrates a method of providing shared rides to the benefit of both the County and the Contractor.

A paratransit dispatcher must be on duty in the paratransit dispatch office at all times while buses are in service. The dispatcher shall be required to monitor Clever Devices AVL, Grayhawk system for on-time performance and off scheduled incidents, respond to radio communications throughout operating hours, and communicate with drivers, road supervisors and maintenance personnel regarding operations, service, safety, and customer service issues. **Detailed logs must be kept on ALL original communications.**

When requested by the County, drivers shall distribute notices to passengers or otherwise render assistance in the County's customer relations, promotion, monitoring, and supervisory functions.

Drivers shall be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue, collect, and validate transfers, as determined by the County. Drivers shall verify cash fares deposited in the fare box but are not permitted to handle fares. However, if a passenger is unable to deposit their fare in the farebox due to a disability, the driver may assist the passenger.

The Contractor shall maintain the security of the fareboxes on the buses and the associated revenue collection system. Drivers must **immediately** report to dispatch any and all problems arising with the farebox. In the event of a farebox malfunction, drivers must seek permission from dispatch before using the temporary farebox (blackbox). If dispatch approves the use of the blackbox, it shall be noted on the dispatch log. The Contractor shall immediately take actions to fix the farebox problem, either by providing verbal directions to drivers, dispatching a supervisor or contacting maintenance personnel to take the bus out of service.

Drivers shall record revenue counts by passenger on the driver's manifest. Drivers shall also record, on the manifest, all critical times and mileage necessary to document the following:

- Number of Trips.
- Revenue Hours and Revenue Mileage – First pickup to last drop off, excluding lunch and breaks.
- Service Operation – Sign in, depart yard, arrive/depart each pickup, arrival back at yard, and sign off.

Drivers shall have available, at all times during the operation of any bus, an accurate time piece set each day to conform to the AVL clock and a flashlight for pre-trip and post-trip inspections.

Drivers shall be required to operate the lift or ramp and assist in securing wheelchairs and scooters.

Drivers must assure that all passengers in scooters or wheelchairs are secured by seat belts and wheelchair restraining systems.

The Contractor shall provide the County a copy of its Operating Rules and Procedures, consistent with State of Georgia DOT requirements, which shall include pre-trip and post-trip vehicle inspections.

At the trip origin location, drivers must wait five (5) minutes AFTER the appointed pick up time or five (5) minutes upon arrival, if arriving after the scheduled pick up time, before a passenger can be considered a no-show and the driver may depart the location. Drivers must communicate **immediately** with Dispatch in all cases where a passenger is a no-show. Dispatch must approve the driver to “no-show” the passenger and place the information on the dispatch log. Return trips resulting from a no-show must be approved by the County.

A strong **Supervision Component** is required for the paratransit program to provide adequate road supervision at all times buses are operating. This must include ensuring that ADA requirements are being followed in paratransit service delivery and that information related to fares, mileage, trips, and revenue hours is being reported accurately.

The County shall compensate the Contractor on a per passenger basis. Detailed information regarding ambulatory and non-ambulatory trips, PCAs, and companions must accompany the invoice.

Reduced Fare Program

The Contractor is responsible for issuing special Breeze identification cards to seniors (65 or older) and disabled individuals (those who do not qualify for ADA services) under the guidelines associated with the CobbLinc Reduced Fare Program. The Contractor shall be responsible for managing the Reduced Fare Program and maintaining accurate and up to date files on all passengers who have been issued Reduced Fare Identification Cards. This information shall be maintained on a computerized database.

End of Component 2

C. Component 3: Safety and Training

The Contractor shall assume full responsibility for assuring the safety of passengers, personnel, members of the public and the County and *Xpress* vehicles and equipment are maintained at the highest possible level throughout the term of the Contract.

In this regard, the Contractor shall develop and implement an **ongoing** comprehensive safety program covering all aspects of the system.

The Safety Program must meet, at a minimum and at all times, all applicable Federal, State and local regulations. **The Safety Program must be submitted and approved by the County one (1) month prior to the start of service.**

The Contractor shall require all drivers, supervisors, dispatchers, mechanics, and managers to participate in the Safety Program. The following areas shall be included in the Safety Program:

1. Safety Reviews and Accident Prevention

The program shall include provisions to regularly review all aspects of the operation to ensure that the service being provided meets the highest level of safety standards. This shall include audits of vehicles and equipment, delivery of accident prevention programs, holding monthly safety meetings, and ensuring follow-up of findings. If the number of preventable accidents trend upward by more than 10% over the previous month, the Contractor must submit a remedial action plan within five (5) days of notification from the County.

2. Emergency Prevention

The Contractor shall develop written procedures and provide training programs to address all types of emergency situations including accidents, crime/security incidents, inclement weather, bomb threats, and acts of terrorism.

3. Accident/Incident Response and Reporting

The Contractor shall develop and implement written procedures, subject to County review and approval, to respond to and report all accidents and incidents. Such occurrences shall include vehicle accidents, passenger injuries or disturbances, employee injuries, and lift failures on in-service buses.

All traffic accidents involving transit system vehicles shall be reported **immediately** to the Cobb County Police Department or other jurisdictional police department as well as to the County.

4. Accident Investigation, Rating and Follow-up

The Contractor shall develop procedures to investigate, review and rate each accident to determine if the accident could have been prevented utilizing the National Safety Council definition of preventability. In addition, this review shall establish the need (and schedule, as necessary) for any corrective training, operating guideline revision, or equipment maintenance or technical correction required, together with follow-up to assure that action has been completed. Accident investigation and reporting needs shall be done using the Clever CAD incident reporting function.

All staff involved in accident investigation must be properly trained in accident investigation as required by the U.S. Department of Transportation.

5. ADA Requirements

The program shall encompass provisions for meeting ADA public transit requirements including the policies, regulations and training of all bus operators in the safe use of all ADA bus equipment. Requirements include the operation of wheelchair lift equipment, wheelchair securement procedures, lift standee policies, operation of bus kneeling features, public address system, vehicle enunciator equipment, the need to make ADA stop announcements (including route identification announcements) when the vehicle enunciation equipment fails, boarding and securing of mobility devices, service animal regulations, first aid, CPR, and an awareness of a variety of disabilities and the medical symptoms or risks associated with them. The program shall also include an extensive Sensitivity Training Program with corrective action listed. Contractor shall comply with any reasonable modifications to policies and procedures deemed necessary by the County or *Xpress* in order to provide ADA accessible service.

6. Drug and Alcohol Testing Program (Fixed Route, Paratransit and Maintenance Components)

49 CFR Parts 653 and 654

The Contractor agrees to establish and implement a Drug and Alcohol Testing program that complies with all applicable laws including 49 CFR Parts 655 and 40, produce any documentation necessary to establish compliance with Parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the County to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing Program as required under 49 CFR Parts 655 and 40 and review the testing process.

The Contractor further agrees to certify annually its compliance with Parts 655 and 40 before December 31 of each year and to submit the Management Information System (MIS) report before February 15 of each year, to the Cobb County Department of Transportation prior to transmitting it electronically to the FTA.

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 published annually in the Federal Register.

7. Training

The Contractor shall develop, implement, and maintain a formal training and re-training program, which shall be subject to review and approval by the County and include shop safety and OSHA requirements. All operators, dispatchers, customer service personnel, supervisors and managers shall participate in the program.

A Customer Relations component shall be an important part of the program. The Contractor must provide a customer relations course, approved by the County, to be taken by all employees. The purpose of the course shall be to provide employees with skills for providing quality customer service to passengers and the public.

Dispatchers, telephone operators, road supervisors, and any other personnel who may, from time to time, be assigned to telephone information or paratransit reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, and all operating policies. Operations control personnel assigned to paratransit trip scheduling and vehicle dispatching duties shall have a detailed knowledge of the applicable procedures, professional techniques, and rules regarding the CobbLinc paratransit program.

As part of the training program, the Contractor shall prepare and distribute a Drivers Manual to all operators, dispatchers, telephone operators, and road supervisors. Contents of the Drivers Manual shall include the following subject areas:

- Driver Rules
- Accident/Incident Policies
- Radio Policies and Procedures
- Cell Phone Policy
- Electronic Farebox Policies and Procedures
- Video Surveillance Policies and Procedures
- Traffic Control Center Policies and Procedure
- Vehicle Enunciators Policies and Procedures
- Fog and Inclement Weather Policies and Procedures
- Vehicle Inspection Policies
- Care and Maintenance Policies and Procedures
- Sensitivity Training Policies
- ADA Policies
- Reporting Procedures
- AVL Policies and Procedures
- Pertinent Sample Forms

One hard copy and a digital file of the Drivers Manual shall be forwarded to the County one (1) month prior to the start of service, for County approval. Any updates or modifications to the manual must be approved by the County prior to implementation.

For operators, the Contractor must certify in writing, listing each operator by name, **each** individual operator as having satisfactorily completed all the requirements and training courses prior to allowing that individual operator to operate a bus in revenue service.

This certification requires a minimum of 80 hours of operator development training, for full and part-time operators. The exception shall only be for any person for whom the Contractor can provide **written documentation** of both one year's experience as an operator for the Contractor in a different operation, operated by the Contractor, and at least 40 hours of formal training by the Contractor at the County operation. Experience and training with other transportation systems, including other public transit agencies or school systems, is **not acceptable**.

The minimum 80 hours of training shall include the following:

The eight (8) hour minimum National Safety Council Defensive Driving Course or equivalent with satisfactory scores.

A minimum of 32 hours of behind-the-wheel time, including at least two (2) round trips on each route. One (1) trip shall be done without assistance by the trainer to test the operator's knowledge of the route. Each operator shall operate **all** types of buses during training.

At least 40 hours of classroom instruction, as approved by the County, shall be performed covering all of the following categories:

- Passenger relations/sensitivity training
- AVL training
- Accident reporting procedures
- Radio communication procedures and codes
- Schedules, routes, fares, and farebox procedures
- Vehicle enunciator procedures
- ADA regulations
- Bus familiarization

To maintain each individual operator's certification, the Contractor must provide and document annual refresher training of at least eight (8) hours for each operator covering all the aforementioned categories.

The Contractor's Safety Department shall document on-board evaluations by field supervisors of all operators **regardless** of how long they have been employed. Each on board/ride check shall be a minimum of one (1) hour and shall be conducted by the Contractor every three (3) months, for each operator, and made available to the County for review quarterly.

The Contractor shall be responsible for training all operators on the requirements for public transit as defined in the Americans with Disabilities Act of 1990 (ADA) requirements or subsequent updates. A comprehensive, on-going training program shall be developed by the Contractor addressing ADA requirements. **A copy of the Contractor's comprehensive ongoing ADA training program shall be provided to the County 30 days prior to the start of service.**

The County will strictly enforce compliance with the ADA law and has established performance standards to ensure the Contractor's employees are responsible in this area.

Paratransit training shall include all the requirements identified for fixed route operators. Paratransit operators **must** hold a valid CDL license. **In addition to the training requirements previously identified, ALL operators will be required to complete additional sensitivity training related to transporting persons with disabilities.** This training shall be more comprehensive than the general sensitivity training programs with an emphasis on the ADA requirements, sensitivity, boarding and wheelchair securement skills, and shall provide a higher awareness of the various disabilities.

8. Bus Roadeo/Memberships Fixed Route and Paratransit Operations

The Contractor shall be responsible for the planning, organization, cost and carrying out of the transit system's participation in local, state and national bus roadeo competitions. This involvement shall include training, course knowledge, competition regulations and actual event coordination.

The County has strongly supported bus roadeo competitions for fixed route and paratransit operators and views the program as an important safety and training opportunity. The County will encourage the Contractor's continued active involvement in this safety/training function for all fixed route and paratransit drivers.

The Contractor shall be responsible for professional association memberships to enable local bus roadeo winners to participate in the National Roadeo, including membership in the American Public Transportation Association and the Georgia Transit Association.

9. Bus Stops

The County is responsible for maintaining and updating the computerized CobbLinc bus stop inventory which delineates the location of all bus stops, the routes that serve each stop, and the improvements located at each stop. Operators shall inform the County of any problems they see at a bus stop (i.e. broken glass, trash, missing signage, etc.).

The Contractor shall assist the County in the evaluation of requests for additional stops and make recommendations to the County on stop additions, removals and relocations. The recommendations shall be based on ADA, safety and community considerations. This process shall also apply to new routes. The Contractor shall assist the County in making recommendations on all bus stops for new routes or realigned routes. The recommendations shall be accompanied by complete documentation for each of the proposed signs, proposed sign locations, and compliance with ADA requirements and County safety requirements.

End of Component 3

D. Component 4: Customer Service

The Contractor shall operate a Customer Service Program, which accomplishes the following:

1. *Customer Inquiries, Complaints, and Commendations*

A main focus of the Customer Service Program is the handling of all customer/public inquiries, complaints or commendations received by mail, fax, e-mail, phone, or in person.

The Customer Service Department shall operate from 7:00 AM – 7:00 PM, Monday through Friday, excluding holidays. Customer service days and hours are subject to change.

All inquiries, complaints, or commendations shall be recorded on a permanent customer comment form. Comments shall be routed to the appropriate department for research and follow-up action. All complaints shall be initially responded to **within 24 hours** from the time of receipt of the complaint, on all operating days. The complaint shall be researched, and a follow-up call shall be made to the customer within three (3) working days.

An important requirement of the program is the supervision of information responses to assure quality control, accuracy and customer service. In addition, the Contractor shall monitor and schedule personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand.

The Contractor shall provide to the County a plan for ensuring that **all** Customer Service Representatives are sufficiently trained to provide the highest quality of customer service. This plan shall include but not be limited to:

- Ensuring all commuter, fixed and paratransit customer service representatives are knowledgeable of **all** aspects of CobbLinc service including routes, fares, and special programs.
- Ensuring all customer service representatives are sufficiently trained in the area of phone etiquette.

The County shall provide a call accounting system that will provide information on the number of calls answered, the average length of time callers are on hold, the number of calls abandoned and the number of calls on hold for more than two (2) minutes.

The Contractor shall be required to review all call accounting system reports and monitor call-taking performance on a monthly basis to ensure that calls are answered promptly.

If the call accounting system is not working properly, the Contractor shall use other means, approved by the County, to monitor call-taking performance.

2. *Computerized Database of Customer Complaints, Comments and Commendations*

A monthly comprehensive report shall be provided to the County showing a summary of all customer communication (both incoming and outgoing) for the County or *Xpress* services, as applicable. The report shall be organized by customer comment category, by bus route, date, and customer name or employee name. Any follow-up action taken to address the concerns must be specified in the report. The report shall be forwarded to the County within ten (10) days from the close of the previous month.

3. *Advertising and Promotions*

The Contractor shall prepare and pay for all advertising and promotional materials designed to inform County patrons of CobbLinc and *Xpress* operations and to promote ridership.

4. *Fare Media Sales Program*

The Contractor will sell fare media for all CobbLinc and *Xpress* services at the Administrative facility and Customer Service centers. Sale hours for the Administrative facility are 8 AM – 5 PM on weekdays. The County may also add additional locations where the Contractor shall sell fare media. The County reserves the right to modify the hours of fare media sales and pass sales.

The Contractor shall accept payment by cash, check, money order, and electronic payment format. A mail-in ticket and pass program shall also be provided.

The Contractor shall also administer a Ticket Partner Program.

All revenues from fare media sales shall be included in the passenger fare deposits and belong to the County. The Contractor **must** provide complete accountability to the County for this program. A periodic inventory of fare media will be conducted

yearly, or upon County request. The Contractor shall be responsible for fare media inventory control. If the inventory of fare media indicates missing fare media, the Contractor shall reimburse the County the face value of the fare media. Contractor must notify the County when fare media stock needs to be ordered. A minimum of three (3) months average sales shall be maintained at all times, triggering a request to order when the supply falls below the minimum.

5. *Lost and Found Program*

The Contractor shall be responsible for operating a Lost and Found Program and shall manage all goods lost and found on buses or at transit facilities. This program may include fielding inquiries on the phone or in person. Lost and found items shall be held in a secure location and held for 90 days (unless the item is of great value). Items of great value shall be reported to the County and held until further notice from the County. Contractor shall be responsible for the disposal of unclaimed items after 90 days with documentation provided to the County of how items were disposed.

6. *Revenue Collection, Reconciliation and Deposit*

The County has a Revenue Management Procedures Manual to ensure that revenue collection, reconciliation, reporting, and deposit procedures meet industry standards and conform to local and federal requirements. **The manual will be provided to the Contractor one (1) month in advance of service startup.** The following is incorporated into the manual:

- a. Ticket Warehouse Procedures
 - Warehouse Manager Responsibilities
 - Procedure for Fulfilling Fare Media Orders
 - Government Service Centers
- b. Fare Media Sales Program
 - General Guidelines
 - General Responsibilities of Ticket Sales Agents.
- c. Point of Sale Cash Registers
 - Cash Register Transaction Procedures
 - Sample Transaction
- d. Payments Made by Check
- e. Multiple Forms of Payment
- f. Phone-in Orders
 - Processing Phone-in Orders

- g. Mail-in Orders
 - Processing Mail-in Orders
- h. Web Orders
 - Web Order Processing Procedures
- i. Credit Card Personnel Authorization
- j. Credit Card Transactions
 - Credit Card Transaction Procedures
 - Cancelling a Credit Card
 - Voiding a Credit Card
- k. Refund Policy
- l. End of Shift and Balancing Cash Drawer
- m. Closing the Day
- n. Cash Register Closing Procedure
- o. Ticket Partner Program
- p. Vault Room Procedures
- q. Deposit Procedures
- r. Daily Revenue Reconciliation
- s. All revenue collected by the Contractor for all services is the property of the County.
- t. The Contractor **shall** reimburse the County for any revenues missing or stolen from vehicles or facilities.
- u. The County or *Xpress*, as applicable, will establish the fare structure for the system. Any changes to the fare structure, authorized by the County, will be implemented by the Contractor in the manner and at the time prescribed by the County. In no way will the fare structure for the County or *Xpress* compete with one another.
- v. Revenue shall be counted daily by customer service staff, independent from paratransit and fixed route/express route operations. There must be a **minimum** of two (2) staff members in the count room at all times during the count. A County-provided surveillance system will record activity in the count room at all

times. The revenue shall be totaled by fare category and separated between fixed route, express and paratransit.

- w. All discrepancies shall be investigated and accompanied by an explanation report given to the County. This report must be received within **two (2) business days** of the discrepancy. **The Contractor shall be solely responsible for lost or stolen fare revenue, CobbLinc tickets, Breeze Cards, Breeze Tickets, and Xpress fare media; and shall reimburse the County for lost or stolen fare revenue, CobbLinc tickets, Breeze Cards, Breeze Tickets, and Xpress fare media.**
- x. Revenues shall be deposited daily into the County's bank account at the County's bank, except on Saturday. Friday and Saturday revenues shall be deposited on Monday. Saturday revenues must be kept separate from Friday revenues. If implemented, Sunday revenues shall be kept separate from Saturday revenues and deposited on Monday as well. The County shall assume costs of armored transport of revenues to the bank.
- y. The Contractor shall sell tickets and passes to the public at the Administration Office and the Marietta Transfer Center (MTC) Information Kiosk. The Contractor shall accept payment by cash, check, money order and electronic payment format. The County may add additional locations for sales, or extend the hours of sale, at any point during the duration of the Contract. The Contractor shall keep a sufficient amount of change on hand to handle cash sales. The Contractor shall establish, implement and monitor procedures to ensure proper accounting of all tickets and passes and revenue collected. The County will perform audits of these procedures to ensure compliance with County, State and Federal requirements. The Contractor shall be responsible for lost, stolen, or damaged CobbLinc Tickets, Breeze Cards, and Breeze Tickets.
- z. The Contractor shall regularly review procedures and their implementation to ensure the process is being administered properly and that all revenue is reported and handled in a manner that meets County, State and Federal requirements.

End of Component 4

E. Component 5 – Maintenance and Asset Management

The Contractor shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of the assigned CobbLinc transit revenue vehicle fleet. CobbLinc will only approve a Vehicle Maintenance Program that meets or exceeds the Original Equipment Manufacturer (OEM) recommendations.

All of the assets for which the Contractor will be responsible were purchased with a combination of Federal, State, and local funds. FTA funding requirements are captured in an agreement that the County signs annually when accepting FTA funding. As a result, the County must comply with applicable regulations, which will be passed on to the Contractor.

One of FTA’s highest priorities is helping transit agencies maintain bus and rail systems in a State of Good Repair (SGR). FTA recommends Transit Asset Management (TAM) practices to preserve and expand transit investments. Having well-maintained, reliable transit infrastructure, vehicles, and stations will help ensure safe, dependable, and accessible services. Requirements for asset management are set out in 49 CFR 625 (the Federal “Transit Asset Management Rule”) and 49 USC 5326 (statutory requirements for transit asset management). These requirements necessitate the development and implementation of a Transit Asset Management Plan (the CobbLinc Asset Management Plan) and related asset management practices. The Contractor is required to comply with the FTA’s transit asset management program regulations. The Contractor must abide by CobbLinc and GRTA’s TAM plans.

The International Standard for Asset Management – Management Systems – ISO-55001:2014 shall serve as a reference document for the Contractor. This standard establishes the core requirements for good practice approaches to managing fleet, facilities and infrastructure assets. It does not specifically set out the maintenance, overhaul or renewal requirements for assets, but rather sets out the requirements that an organization should determine the most appropriate lifecycle and maintenance activities to meet its obligations – service, safety, financial etc.

Objectives

The Contractor shall perform the duties and accept the responsibilities set forth below in connection with the maintenance and asset management of CobbLinc and GRTA vehicles and equipment.

The objective of the maintenance and asset management provisions in this contract are to:

- a. ensure that the Contractor adopts and continually seeks to improve its asset management practices as established by reference to good industry practice;
- b. ensure that the Contractor maintains the performance and condition of the assets, so as to minimize, both during the contract period and for a reasonable period thereafter, the risk to safety and of service loss;
- c. ensure that the Contractor maintains compliance with all applicable requirements of Federal, State and County statutes or regulations.
- d. ensure that the Contractor resources asset maintenance activities with persons with the necessary competence to undertake the work safely and legally;
- e. ensure that the Contractor documents its asset management system and activities, as necessary defined by this contract, applicable legal and regulatory requirements and as indicated by good industry practice; this documentation shall be done in conformance to the CobbLinc Transit Asset Management Plan and utilizing any asset management/maintenance management/work order management software that may be procured over the life of the contract;
- f. ensure that the Contractor has determined and is managing risks, so as to prevent or reduce undesired effects;
- g. provide CobbLinc and *Xpress* with assurance in relation to the above.

Asset Management

The Contractor shall develop and document its maintenance and asset management practices such that it:

- a. will enable it to achieve the objectives set out above;
- b. will enable it to comply with the obligations set out in this contract and the requirements of the 49 CFR 625 Federal legislation and any subsequent revisions issued by FTA for the duration of contract;
- c. will enable it to demonstrate its asset management practices are and remain suitable and effective for delivering the performance, service and asset conditions set out in this contract;
- d. will enable it to demonstrate its asset management practices have been developed with consideration of good industry practice;
- e. will enable it to demonstrate that its asset management practices are consistent with the International Standard for Asset Management - Management Systems - ISO-55001:2014;
- f. will provide a maintenance approach that will ensure the asset will reach the end of its Useful Life Benchmark (ULB) in a SGR;
- g. will comply with the CobbLinc Transit Asset Management Plan, which will contain the Vehicle Maintenance Plan and the Facilities and Equipment Maintenance Plan as appendices.
- h. will comply with the *Xpress* Transit Asset Management Plan (AMP) and Fleet & Facilities Maintenance Plan (FFMP) for *Xpress* equipment and vehicles.

The Contractor shall submit to CobbLinc its program of achieving ISO-55001:2014 compliance within 60 days of contract commencement. The Contractor shall establish its Asset Management - Management System before the assets move into operational use.

The Contractor shall develop, document and keep current a description of the maintenance and asset management approaches for the asset and work plans necessary to implement these approaches for each asset under its stewardship, which shall comply with the CobbLinc and *Xpress* Transit Asset Management Plans. This Plan shall include the Vehicle Maintenance Plan and the Facilities and Equipment Maintenance Plan as appendices.

The CobbLinc Transit Asset Management Plan will be consistent with requirements of the 49 CFR 625 Federal legislation. The first version of the CobbLinc Transit Asset Management Plan shall be completed before the assets transition to operational use. The CobbLinc Transit Asset Management Plan shall then be reviewed and updated annually, as necessary, through the life of the contract.

The annual review and updates of the CobbLinc Transit Asset Management Plan shall include:

- a. The inventory of assets, including description, location, cost, age and current condition;
- b. Identification of those assets which are critical to meeting the performance criteria of this contract;
- c. Analysis of historic and current performance trends;
- d. Estimated useful life and projected residual life by asset;

- e. Performance/Service objectives required of the asset to meet the overall service objectives set out in this contract;
- f. Maintenance and asset management approaches that demonstrate an efficient and economic whole life cost approach to decisions regarding the balance between inspection, maintenance, rehabilitation, overhaul, replacement and enhancement of asset systems, sub-systems and components necessary to ensure the asset meets the operational, performance and life remaining requirements of the asset and regardless of when in the contract period such decisions fall to be made;
- g. Policy for asset preservation including implementation of preventive maintenance regimes;
- h. The planned preventive maintenance program to be performed on the asset through the period of stewardship – including both forecasts of work volumes derived from the maintenance and asset management approaches and costs for undertaking such work;
- i. The planned renewal work, including refurbishment, major rehabilitation, overhaul or replacement of the assets through the period of stewardship– including both forecasts of work volumes derived from the maintenance and asset management approaches and costs for undertaking such work;
- j. Specific details related to service interruptions necessary for performing planned maintenance, rehabilitation, overhaul or replacement;
- k. Register of asset related risks – including risks associated with asset failure, likelihood of occurrence and magnitude of impact – along with mitigation/treatment strategies;
- l. Estimated costs in Fiscal Year Dollars of all maintenance, rehabilitation, overhaul and replacement work plans for each year through the period of stewardship.

The Contractor shall demonstrate compliance with the CobbLinc and *Xpress* Transit Asset Management Plans (including a pro-active preventive maintenance program) for review and approval by the County and *Xpress* **within 30 days** after the effective date of the Contract.

The Contractor shall document its processes for assessing and reporting on risks associated with asset failure, likelihood of occurrence and magnitude of impact. The Contractor shall develop, document and maintain a risk register. The risk register shall demonstrate a proactive approach to reducing safety, service, operations, financial, weather and climate related and other risks associated with the operations and maintenance of the assets under its stewardship.

The Contractor shall capture its processes to recover asset condition to operational and performance requirements following an accident, fault or failure of the asset.

An asset's lifecycle events will be determined by CobbLinc, and the Contractor must comply with the operations and maintenance requirements per life stage, as defined in the CobbLinc Transit Asset Management Plan and its attachments. In particular, these lifecycle events include:

- a. Rehabilitation/Overhaul after the asset has met its Useful Life Benchmark (ULB);
- b. A mid-life service;
- c. Replacement.

Maintenance

The Contractor shall be responsible for the maintenance of all vehicles and all other equipment, furnishings and accessories required in connection with the operation of the system, with the exception of the radio communications. Such items shall be in clean, safe, sound and operable condition at all times and in full accordance with any manufacturer recommended maintenance procedures and specifications. In addition, items shall be maintained in compliance with all applicable requirements of Federal, State and County statutes or regulations.

Scheduled activities include:

- Preventive maintenance inspections with component services, inspection defect repair, scheduled component service and scheduled component replacement before failure
- Daily service of fueling, refilling powertrain fluid levels, interior clean and washing of the bus.
- Scheduled cleaning including interior cleaning, engine/radiator wash and chassis wash.

Unscheduled activities include:

- Pre-service defects discovered by operators.
- Defects written by operators on Daily Vehicle Condition Reports (DVCR).
- In-service breakdowns.
- Accidents regardless of fault.
- Manufacturer warranties and recalls.
- Third Party Audit Defects and repairs.

The Contractor shall develop and propose a comprehensive Vehicle Maintenance Plan that is geared towards the strength of the scheduled activities preventing unscheduled activities.

In this regard, the Contractor shall provide all labor, repairs, replacements, parts, supplies, lubricants, solvents, and all other components, services, tools and equipment not provided by the County that may be required to fulfill its maintenance responsibilities, at the Contractor's cost and expense.

In the event that the County and/or *Xpress* provides the Contractor with additional buses and/or equipment in the future, the Contractor shall acknowledge receipt of such additional items upon their delivery to and acceptance by the County and/or

Xpress. Additionally, the Contractor shall be responsible for fulfilling its maintenance responsibilities (PMIs, replacement parts, etc.), at the Contractor's cost and expense.

Upon termination of the Contract, the Contractor shall return **all** County and/or *Xpress* equipment to the County and/or *Xpress*, ready for use, with no deferred maintenance or damage. The specific procedures to be followed for this turnover are outlined in this section.

1. In-Service Minimum Expectations and Requirements

If the below listed equipment, or systems, are installed in CobbLinc or GRTA buses, the Contractor must, without exception, maintain as indicated below:

- Fully operational heating, ventilation and air conditioning (HVAC) systems (year round); bus operator and seat belts; wheelchair lifts /ramps; securement belts; flip seats; radios; farebox; video security systems; mirrors; and, informational decals and templates including, but not limited to, use of cell phones, elderly and disabled seating, no smoking, and standee policies. Buses shall comply with applicable ADA regulations at all times.
- Be free of body damage, have no broken or cracked glass, have no missing or unpainted panels, missing decals or bus numbers and be checked nightly for body damage, mechanical defects, tire condition, flats, excessive curbing, or wheel lugs missing and/or loose.
- Be free of graffiti on the exterior and interior of buses.
- Have all safety items and ADA signage/equipment/requirements fully operational (i.e. lights, brakes, horn, tires, wheelchair tie downs, lap and seat belts, passenger stop request device, destination signs, enunciator, etc.).
- Contractor will maintain a clean appearance in the exterior and interior of the vehicle while in service at all times to include wheel polishing or painting of hubs as needed.
- No vehicle will be repaired with parts taken from another vehicle for any reason without prior written consent from CobbLinc or GRTA.
- The power train shall perform in a manner that allows the operator to meet published service schedules while not having offensive exhaust smoke, oil and/or fluid leaks or excessive noise output.

2. Maintenance Manager

The Contractor shall designate and provide the services of a qualified Maintenance Manager, subject to County approval. This individual shall be physically assigned to CobbLinc maintenance operations on a full-time basis.

The Maintenance Manager shall provide pro-active resource management, including, but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and other such activities as may be necessary to ensure the performance of Contractor maintenance duties and responsibilities.

The Maintenance Manager shall have the following qualifications:

- A minimum of five (5) years' experience managing the maintenance functions of a diesel/CNG bus shop similar in size and complexity to the services herein described.
- A minimum of five (5) years' journeyman level experience with large and small diesel/CNG bus engines, air conditioning systems, wheelchair lifts, and GFI electronic farebox systems.
- A minimum of five (5) years' experience supervising the work of other maintenance personnel.
- Georgia Commercial Driver's License (CDL) with adequate Class and Endorsements to operate all CobbLinc and GRTA equipment. Qualified proposed managers not meeting the CDL requirements shall obtain the adequate Class and Endorsements within thirty (30) calendar days of employment.
- Master Transit Bus Certification by the National Institute for Automotive Excellence (ASE) for all related test areas including both engines (diesel and CNG). Qualified proposed managers not having Master Certification shall become certified in all test areas within eighteen (18) months of employment.
- Access and knowledge of the American Public Transportation Association (APTA) website information related to bus technical guidance, committees and workshops.
- Demonstrate familiarity and experience in the Asset Management requirements set forth in this RFP and consistent with the International Standard for Asset Management - Management Systems - ISO-55001:2014.
- Should the services of the Maintenance Manager become unavailable to the Contractor, the resume and qualifications of the proposed replacement shall be submitted to the County for approval as soon as possible, but in no event, later than five (5) working days prior to the departure of the incumbent Maintenance Manager, unless the Contractor is not provided with such notice by the departing employee. The County shall respond to the Contractor within three (3) working days following the receipt of these qualifications concerning acceptance of the candidate for the replacement Maintenance Manager.

3. Maintenance Personnel – General

Maintenance mechanical personnel assigned to work on County and *Xpress* vehicles shall possess a Commercial Driver's License (CDL) with adequate Class and Endorsements to operate all CobbLinc equipment identified in their job description duties. They shall have experience and thorough knowledge with credentials related to performing service and repair of buses and/or heavy transportation vehicles and equipment. Their experience shall include:

- Commercial Driver's License (CDL) with adequate Class and Endorsements to operate all CobbLinc and GRTA equipment identified in their job description duties.
- Engines, transmissions, air conditioning systems, and related mechanical equipment.
- Methods and procedures used in servicing mechanical equipment including Compressed Natural Gas (CNG) buses and fueling equipment.
- Vehicle chassis and bodies.
- Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of vehicle equipment.
- Decimals, fractions, and specifications related to vehicle maintenance.
- Specialized areas such as painting, upholstery, brake relining, air conditioning, wheelchair lifts and ramps, electronic fare boxes, electronic destinations signs, and vehicle enunciator equipment.
- Conducting preventive maintenance inspections and complete the associated paperwork.
- Inspecting vehicle engines, transmissions, and other mechanical, electrical components, air and hydraulic components.
- Diagnosing vehicle engine, transmission, electrical and electronic component systems.
- Repairing vehicle engines, transmissions, and other mechanical, electrical, air hydraulic components, Automatic Vehicle Locator (AVL), Automatic Passenger Counters (APC), Camera Systems, and multiplex systems.
- Working shifts that include nights and weekends.

Maintenance service personnel assigned to fuel and clean CobbLinc and GRTA vehicles and equipment shall have experience and credentials, or have been evaluated to be capable of performing services after being trained, such as:

- Working safely.
- Refueling vehicles repetitively.
- Checking fluids levels and adding the appropriate fluids to the proper level as necessary.
- Documenting vehicle numbers, mileages, fuel and fluids from meters using the Fuelmaster AIM2 fuel management system.
- Cleaning of industrial surfaces.
- Mopping floors, cleaning glass, dusting and general cleaning.
- Operating pressure washers to clean vehicle powertrains and chassis.
- Working shifts that includes nights and weekends.
- Commercial Driver's License (CDL) with adequate Class and Endorsements to operate all CobbLinc equipment identified in their job description duties.

4. Technical Training

The Contractor shall provide technical training for all maintenance personnel necessary to insure a consistent level of current, thorough knowledge in the maintenance and repair of several types of vehicles and equipment used in fixed route, paratransit and express service including air conditioning systems, wheelchair lifts/ramps, and other ancillary equipment.

The Contractor shall maintain an identified in-house trainer who will be responsible for developing training curriculums to support the maintenance of CobbLinc and *Xpress* buses. The trainer will either conduct training sessions or coordinate manufacturer/vendor and third party training of CobbLinc maintenance staff. Air conditioning technicians shall have the appropriate EPA certifications.

The entire CobbLinc staff is responsible for identifying training needs and submitting them to the Maintenance Manager and training coordinator for consideration.

5. Preventive Maintenance Program

The Contractor shall develop and submit a pro-active preventive maintenance program for review and approval by the County and GRTA **within 30 days after the effective date of the Contract**. At a minimum, the Contractor's preventive maintenance program shall comply with the preventive maintenance schedules recommended by original equipment manufacturer (OEM), component manufacturer

requirements, Federal Motor Carrier Safety Regulations (FMCSR), Federal Motor Vehicle Safety Standards (FMVSS) for each vehicle type and best practice standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any CobbLinc and GRTA vehicle or associated equipment. The plan shall at a minimum reflect the standards established in the GRTA Fleet & Facilities Maintenance Plan.

The Contractor shall plan, implement and control the necessary processes and practices needed to implement the preventive maintenance program identified.

The Contractor shall plan, implement and control the necessary processes and practices needed to implement any work activities associated with a corrective action identified either through the Contractor's asset inspections process or through direction following audit by CobbLinc and/or GRTA or its agent.

The Contractor shall document the work completed and provide to CobbLinc as evidence of it delivering its planned preventive maintenance program for the assets under its stewardship.

The Contractor shall revise its Preventive Maintenance Program, based on recommendations by the County and GRTA, until acceptable to the County and GRTA, if its first submittal is not approved. Adherence to preventive maintenance inspections (PMI) schedules shall not be regarded as reasonable cause for deferring maintenance in specific instances where the Contractor's employees observe that maintenance is needed in advance of said PMI schedule.

No later than 90 days prior to the end of each contract year, the Contractor shall submit to CobbLinc and GRTA a written proposal of the updates to the annual vehicle maintenance program. The program shall, at a minimum, be designed to achieve the projected useful life of the assigned fleet and related CobbLinc and GRTA assets. In addition, the program shall be proactive in its development and identification of proposed new maintenance activities and initiatives that, if implemented, would have the ultimate goal of extending the useful life of the vehicle fleet. The Contractor shall undertake a full risk assessment before implementing any planned permanent or temporary changes to either the assets or the Contractor's preventive maintenance program.

Any proposed new and/or supplemental maintenance initiative outlined shall include costs and benefits for all vehicles by manufacturer and model year. During subsequent contract years, proposed initiatives shall be submitted to CobbLinc at least 18 months prior to possible implementation, so that they can be adequately evaluated for inclusion in the budget development process. CobbLinc and GRTA's rejection of a proposed maintenance initiative shall not, in any way, relieve the Contractor of its obligation to comply with the vehicle maintenance requirements set forth elsewhere in this contract.

The Contractor shall strictly adhere to the approved preventive maintenance program.

The Contractor shall **not** defer maintenance for reasons of shortage of maintenance staff, maintenance equipment, or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of the County and GRTA. PMIs and running repairs shall receive first priority in the use of the Contractor's maintenance resources. The 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 the County and GRTA.

The Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet the County and GRTA's maintenance requirements at no additional cost to the County and GRTA.

During the Contract period, CobbLinc and GRTA (or their designee/subcontractor) will have immediate and unrestricted access to all vehicles and all maintenance records during planned or unannounced visits or inspections of the fleet and records associated with their maintenance and repair to include total access to any paper files or electronic program or system(s) which maintain any records (present or historical) for CobbLinc and GRTA assets supplied under this contract.

6. Late or Missed Preventive Maintenance Inspections

The Contractor shall maintain preventive maintenance inspections the same as the intervals between inspections. Should the Contractor's PMI schedule consist of 3000 mile 3K inspection, 6K inspection, 9K inspection, 12K inspection, 15K inspection, 18K inspection, 21K inspection and a 24K inspection, then the distance between one 6K and the next consecutive 6K inspection shall constitute the distance between "LIKE" inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval shall be considered "Late".

Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval shall be considered "Missed".

Late and missed PMIs shall result in the application of liquidated damages as outlined in the Contractors Performance Standards Incentives and Penalties.

7. Mechanical Maintenance Program

The Contractor shall be responsible for the safe and efficient maintenance of all:

- Revenue, non-revenue vehicles assigned and equipment
- Shop equipment (all permanently fixed and mobile equipment provided by the County and/or GRTA)
- Destination signs
- AVL equipment

- APC equipment
- Vehicle ADA equipment
- Electronic fare box systems
- Video surveillance equipment and components
- Vehicle Annunciator equipment
- Other County and/or *Xpress*-provided equipment, furnishings, and accessories required in connection with its operation of CobbLinc and *Xpress* services.

All equipment used in the provision of transit services, whether or not identified above, shall be maintained in a clean, safe, sound, and operable condition in a State of Good Repair (SGR) to ensure it is functioning as designed and will reach the Useful Life Benchmark (ULB) for it at all times, and fully in accord with any Original Equipment Manufacturer (OEM) Specifications and Requirements, in strict conformity to the Contractor's County approved Preventive Maintenance Program, and applicable requirements of any Federal, State or County statute or requirement.

All parts, materials, tires, lubricants, fluids, oils and procedures used by the Contractor on CobbLinc and *Xpress* vehicles and equipment shall meet or exceed original equipment manufacturer (OEM) specifications and requirements. New assets are to be maintained to conserve design functionality. Use of non-OEM parts or changes to original fluids installed when new must be approved by the County. **All** parts installed by the Contractor on CobbLinc and *Xpress* vehicles and equipment shall become the property of the County or *Xpress*, as applicable.

The Contractor, at its sole cost and expense shall provide all:

- Labor
- Repairs
- Parts (including entire component replacements) for all on-board systems/equipment currently installed or installed on new assets, except for the radio system
- Maintenance tools and equipment (in addition to tools and equipment provided by the County).
- Lubricants
- Maintenance
- Cleaning
- Major components
- Component rebuilding and replacement, including engines, transmissions, a/c compressors, alternators, etc.
- Such other components, facilities, and services, which may be required to fulfill its maintenance responsibilities pursuant to this Contract (in addition to those provided by the County).
- Computer software for tracking maintenance activities. It is possible during the contract period that CobbLinc will procure its own asset management/maintenance management/work order management software

system which the Contractor will be required to use. Information collected from the inception of this contract on the Contractor's system shall be copied and transferred to the new CobbLinc system.

The Maintenance Program shall provide that:

- All wheelchair lift-related equipment, ramps, and securement equipment shall be inspected, serviced and lubricated at intervals recommended by the manufacturer to insure that the wheelchair lifts and other above mentioned equipment are fully operational. This shall include flip seats, tracks and sliding seats on MCI buses. Any parts or components missing shall be replaced immediately. **No** vehicle shall be in revenue service with an inoperable lift, ramp or securement equipment. Using the OEM requirements, a ramp/wheelchair lift preventive maintenance inspection/service form shall be developed that, at a minimum, is based on a 24,000 mile interval or twice annually.
- Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system, per manufacturer's specifications. In the event the brake stroke travel is out of compliance, slack adjusters and disc brakes shall be replaced in pairs and shall not be adjusted unless allowed by the manufacturer's procedures. Brake performance shall be measured utilizing a brake performance computer during each preventive maintenance inspection, after brake repair, when a driver writes a bus up for a brake performance issue and when a bus is involved in an incident where brake performance could be suspected as an issue. The brake performance test shall be two tests, one of the full service and one of the emergency (parking) brakes, both at 20 mph. The results shall be within the published distance and G force of the Federal Motor Carrier Safety Requirements, Part 393.52 Brake Performance for the type of vehicle being tested. The results shall be printed and attached to the preventive maintenance inspection form or work order. Vehicles failing either test shall be 'out of service' until repaired. A test shall be performed after repair to validate that the vehicle now meets the requirements.
- All components of the vehicle bodies, appurtenances, bumpers, decals, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Damage (including body, glass, decals replacement, and all vehicle appurtenances) shall be repaired in a professional manner within three (3) weeks (21 calendar days) of the occurrence and/or identification and report of body damage. If the Contractor is unable to repair the damage within 21 calendar days from the occurrence, the Contractor must be able to provide sufficient documentation to secure parts in order to receive a waiver from the County on the 21-day requirement.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional condition, as designed, at all times.
- The air dryer shall be rebuilt or replaced either at a 48,000 mile interval or no longer than 12 months. The following requirements for fumes in the interior passenger compartment are to be followed regarding fumes that originate from

the air dryer exhaust. The air system shall be maintained in a manner to preclude fumes from the air system.

- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle. . The Contractor shall maintain the exhaust system so as not to have leaks at slip joints, flanges and clamps. The engine access covers under the rear seat shall have fully operational latches that are locked at all times unless maintenance is being performed. The seals for these access covers shall be maintained to eradicate the migration of engine and exhaust fumes from entering the passenger cabin. The seals and latches shall be inspected on each preventive maintenance inspection.
- Heating, ventilation, and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times. The HVAC return air filter shall be replaced at a minimum on each preventive maintenance inspection. The return air grille shall be wiped clean each day during the daily service of the bus. Under **no** circumstances shall a vehicle be used in revenue service with inoperable air conditioning or heating. The Contractor, in their proposal, shall include an HVAC preventive maintenance service that is based on a 24,000 mile interval or twice annually (Spring and Fall). Separate services shall be developed for the various manufacturers/models of vehicles in the CobbLinc and GRTA fleet.
- Passenger and operator 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. The Contractor shall replace all aspects of the seat including, but not limited to, seat covers, sorts, cushions, and fabric coverings which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced. To maintain original design and function, use of non-OEM products must be approved by the County.
- Electronic fare box system shall be maintained in proper operating condition at all times. The Contractor is responsible for **all** cost of replacement parts (including entire component replacements) for the Electronic fare box system.
- All destination signs shall be maintained in proper operating condition at all times. Buses shall **not** be used in revenue service without operable destination signs. The Contractor is responsible for **all** cost of replacements parts (including entire component replacements) for the destination signs.
- Vehicle enunciators shall be maintained in proper operating condition at all times. The Contractor is responsible for **all** cost of replacements parts (including entire component replacements) for the vehicle enunciators.
- AVL equipment shall be maintained in proper operating condition at all times. The Contractor is responsible for **all** cost of replacements parts (including entire component replacements) for the AVL Equipment.

- APC equipment shall be maintained in proper operating condition at all times. The Contractor is responsible for **all** cost of replacements parts (including entire component replacements) for the APC Equipment and camera system.

8. Vehicle Brake Replacement

Bus brakes shall be maintained and repaired in accordance with the OEM service manual requirements and the latest APTA recommended practices and standards for S-cam and disc brake bus applications. The following are general rules for replacement of brakes on CobbLinc buses:

- Disc Brakes must be replaced with OEM approved parts and standards using OEM procedures.
- Both brakes on an axle shall be replaced at the same time.
- Premium (at a minimum, OEM) brake blocks shall be used.
- Slack adjusters for S-cam brakes shall be replaced on each brake job and set up using the OEM manufacturer's procedures.
- Wheel seals shall be replaced with every brake job and bearings shall be checked.

9. General Maintenance

Tires shall always be matched (by 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 curbside and roadside. Tires and wheel assembly must be balanced before installing on a bus which shall include new tires only on steering axle.

The Contractor shall include, in their proposal, a wheel polish program and interval that results in the wheel's appearance looking sharp and fresh at all times after daily washing.

Drive axle tread depth at 2/32" and steering axle tread depth at 4/32" shall constitute the bus being "out of service" at the time of discovery until the tires are replaced. Cradle motor mounts shall be replaced in pairs.

At the time of engine replacement, the radiator, all fluid and coolant hoses, lines, and belts shall be replaced and the **entire** cooling system shall be thoroughly inspected and components replaced as needed.

10. Vehicle Repairs

The Contractor or approved vendors shall perform all repairs to CobbLinc and GRTA vehicles. 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 all components to include engine and transmissions. Repair work shall be conducted as soon as possible upon learning that such work is required.

The Contractor shall perform repair work expeditiously in response to identification of problems by drivers or other staff members or the County and/or GRTA. All reported defects must be diagnosed within 24 hours. The Contractor shall assure the County and GRTA that required repairs shall **not** be deferred beyond a reasonable time as determined by the County and GRTA unless required parts are on back order and the County and GRTA is notified of projected delivery time.

The Contractor shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions and all manufacturer recommended maintenance activities in the conduct of its maintenance functions.

The Contractor shall maintain a warranty log that is compliant with the standards and practices required by the FTA.

11. Parts Inventory

The Contractor shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down time and ensure that peak vehicle requirements are met at all times. Any vehicles out of service due to part shortage shall be shown on the daily report showing the part needed and the projected delivery date.

The Contractor shall be responsible for providing and provisioning for any and all parts necessary for the proper maintenance of all vehicles provided by CobbLinc and GRTA. The Contractor shall have purchasing contracts with the Original Equipment Manufacturers (OEMs) and other qualified suppliers for the procurement of parts to support the service and repair of the assigned CobbLinc and GRTA vehicles.

The Contractor shall maintain reasonable inventory levels and relationships with suppliers for the emergency procurement of parts to assure timely repair of vehicles and to minimize downtime.

All parts used during this contract for the maintenance of vehicles shall meet or exceed original equipment manufacturer (OEM) quality standards.

12. Warranties

All vehicles will be maintained properly as required by CobbLinc and GRTA, and the Contractor will not put into peril any warranties that may exist on vehicles from the OEM. In the event that a warranty for any vehicle is voided due to negligence or lack of maintenance, the Contractor will be required to purchase the remainder of the warranty from the OEM, if available, in order to cover the time that was lost due to negligence or lack of maintenance. In the event warranty is rejected or lost due to the contractor's negligence and purchase of a new warranty is disallowed by the manufacturer, the Contractor shall pay the cost of repairs during the remaining period of the scheduled warranty period. These repairs shall be performed by the vehicle or component manufacturer's authorized warranty service center using OEM specified components. In addition, any loss of warranty coverage due to Contractor maintenance negligence may cause the Contractor to be subject to deductions in an amount equal to those lost due to loss of warranty coverage.

The Contractor shall maintain a warranty register showing all warranty claims filed and repairs completed. This warranty register must be submitted to CobbLinc, or *Xpress*, as applicable, on a monthly basis. The Contractor shall provide information on forms created by CobbLinc, as applicable.

CobbLinc and/or *Xpress* may purchase extended warranties for specified components. The Contractor shall be responsible for the appropriate use of these warranties. The extended warranty coverage will be applicable to the following components and/or systems:

- (1) New Buses
- (2) Engine
- (3) Transmission
- (4) Air-conditioning system
- (5) Bus warranty as supplied by manufacturer

13. Tools and Equipment

All tools and equipment procured by the County for the Contract, used for CobbLinc maintenance, except for small hand tools provided by the Contractor's employees, shall be maintained by the Contractor at the Contractor's expense. This shall apply to both stationary (attached to the facility) and mobile tools and equipment.

14. Vehicle Towing

In the event that towing of any CobbLinc and GRTA vehicle is required, the Contractor shall be responsible to provide such towing at the Contractor's sole expense and in compliance with OEM recommendations for towing.

Damages incurred during the towing or recovery of CobbLinc and/or GRTA buses are the responsibility of the Contractor and the towing contractor, if utilized. Towing by lifting the bus by the frame shall be minimized with the preferred method being using a wheel lift. Lifting by the rear frame/engine rails is prohibited unless required in a major recovery effort.

15. Emissions Control Program

The Contractor shall perform and certify such tests of equipment required to meet County or other local, State, and Federal requirements related to exhaust smoke and engine emissions. Engine after treatment systems shall be maintained in working order. Particulate filters shall be cleaned on a mileage schedule as part of the Contractors Scheduled Maintenance Program. Systems having Selected Catalytic Reduction (SCR) shall be refilled with Diesel Exhaust Fluid (DEF) during the daily service of the vehicle.

The Contractor shall maintain a scheduled engine tune-up program on all vehicles for adjustment of valves, injectors and replacement of spark plugs on diesel, CNG or non-revenue vehicles.

The Contractor shall comply with the CobbLinc no idling policy. It is recognized that some maintenance functions will require engine idling to diagnosis a problem and to validate a repair, however, these instances are to be minimized.

16. Fire Extinguisher/Fire Suppression/Gas Detection Maintenance

The Contractor shall be responsible for fire extinguisher inspection and maintenance and for fire suppression system maintenance and inspection.

The Contractor shall have a third party perform fire extinguisher inspections annually, documented by a dated inspection tag that also identifies the third party company. The tag shall be tied to the extinguisher. The inspection shall be in compliance with FMCSR requirement 393.95 (a) Fire Extinguishers and NFPA (National Fire Protections Association) 10 Standard for Portable Fire Extinguishers and the extinguisher manufacturer's requirements. Handheld extinguishers shall be secured at all times in their mounting rack and shall not be left loose within the bus.

The Contractor shall have a third party perform fire suppression system inspections on a six (6) month interval, documented by a dated inspection tag that also identifies the third party fire inspection company. The tag shall be attached to either the systems control panel or the manual activation component located in the driver area. The inspection shall be in compliance with the NFPA 17 Standard for Dry Chemical Extinguishing Systems and the system manufacturer (Amerex and Fog Maker).

The Contractor shall maintain the gas detection system on CNG buses in accordance with the OEM and system manufacturer's requirements. At a minimum, the system operation shall be tested each preventive maintenance inspection using test gas to verify the system's operation. CNG vehicles shall not be operated without a functional gas detection system. During each preventive maintenance inspection, the natural gas system shall be leak checked using a portable gas detector. In the event leaks are discovered, they shall be repaired before the vehicle returns to service.

17. Oil/Fluid Analysis

The Contractor must include, in their proposal, a laboratory engine oil, transmission fluid, differential oil and coolant analysis program. Oil, fluid and coolant analysis shall be entered into a computer software-tracking program for analysis and trends purposes.

The transfer of samples and the return of analysis results are critical in determining if a component is in need of further diagnosis and repair. CobbLinc and GRTA require samples be sent to the laboratory within 24 hours of extraction from the vehicle and "abnormal" or "critical" results returned to the Contractor within 36 hours of the lab's receipt of the sample. Violations of this time requirement will result in a charge, to the Contractor, of \$50.00 per sample.

18. Daily Vehicle Condition Reports (DVCR)

The Contractor shall require drivers to submit a daily vehicle condition report (DVCR) to be completed pre- and post-revenue service. Reports shall be carefully examined, and safety related defects must be corrected **before** the vehicle is driven

in service. DVCRs shall be retained for three (3) years and disposed of upon written approval by the County and GRTA. The Contractor shall be responsible for **all** disposal costs.

DVCRs identifying a defect requiring inspection and repair of a driver identified defect shall be attached to the system work order that identifies the correction and retained in the individual vehicle's hard copy file.

19. Maintenance Evaluations

The Contractor shall allow County and GRTA access to the Contractor's electronic and hard copy records to monitor the Contractor's maintenance performance, as the County and GRTA deems necessary. The County and GRTA may perform or use independent consultants to perform regular, unannounced maintenance inspections of vehicles and equipment maintained by the Contractor, which are used in this project, to determine the Contractor's maintenance performance. These audits shall include a complete physical inspection of the vehicle's mechanical and cleanliness condition, function check of the buses systems and a brake performance test. During the audit, defects discovered may meet the out of service criteria. The Contractor shall be responsible for correction of the defect before the vehicle returns to service. The hard copy maintenance records will be reviewed to determine adherence with the scheduled maintenance intervals and requirements, condition of the hard copy files with adherence to the file structure and completeness of the records. A raw copy of the defects, discovered by bus, along with pictures of substantial defects, will be made available at the conclusion of the audit so corrections can be initiated. An audit report identifying any deficiencies will be made available within a reasonable amount of time following the physical audit. Defects discovered during the audit may result in established liquidated damages.

All maintenance invoices must be kept at the CobbLinc maintenance facility during the entire duration of the Contract.

20. Contract Turnover Audits

At the conclusion of an Operations and Maintenance (O&M) contract, in order to protect CobbLinc and GRTA assets and the incoming and incumbent contractors, a third party vehicle and facility condition assessment shall be performed.

An initial complete physical inspection of the vehicle's mechanical and cleanliness condition, and a function check of the bus's systems and a brake performance test shall be performed approximately 90 days before the turnover date of services and equipment. Fresh engine oil, transmission fluid, differential oil and coolant samples shall be extracted from the buses and paratransit vehicles. The incumbent contractor will be provided the defect sheets and fluid sample results generated by the third party auditors as soon as possible. In addition, the third party auditors will prepare an estimate of the parts and labor costs for each repair.

The incumbent contractor shall be expected to correct all the defects identified and any issues with the fluid samples from the initial assessment. During the week prior to the turnover of equipment and services, a second vehicle assessment will be

performed in order to determine if the incumbent contractor has completed all the repairs and correction of issues with fluid samples. The final repair to correct any “Critical” fluid sample results will be borne by the incumbent contractor. Abnormal sample results will be reviewed by CobbLinc and GRTA and the third party auditor with some being moved to Critical status and others to Normal status. A charge back to the incumbent in the final financial transaction will be assessed for any outstanding defect or fluid sample repairs.

The garage equipment shall be inventoried and assessed using the same protocol as the vehicles listed above. The Contractor shall be responsible for any missing equipment. The Contractor shall either find the equipment or be assessed the estimated replacement value minus the age of the equipment. Equipment found to be non-functional or damaged shall be repaired or replaced by the incumbent contractor between the first and second equipment assessment. A charge back to the incumbent in the final financial transaction will be assessed for any outstanding defective or missing equipment at the conclusion of the second audit.

21. Third Party Vendor Repairs of CobbLinc and *Xpress* Vehicles

CobbLinc and *Xpress* vehicles, at times, will need to be repaired or serviced by a third party vendor who specializes in specific repairs or provides warranty repair for the manufacturer. These repairs may be conducted on CobbLinc property or offsite. The Contractor shall be responsible for any and all repairs performed to CobbLinc and *Xpress* vehicles and equipment.

Each repair performed by a third party vendor shall have a system work order initiated with the complaint, cause, and correction while identifying that a third party performed the repair. When the third party presents a work order and/or invoice, a copy shall be attached to the system work order and retained in the appropriate vehicle file. All third party vendor repairs and warranty repairs are the responsibility of the Contractor unless prior arrangements have been made with CobbLinc and *Xpress*.

At the conclusion of the repairs by a third party vendor, the Contractor’s on-duty supervision is responsible for reviewing the vehicle for the completeness of the repair, cleanliness of the repair and functionality. Vehicles that were out of service for an extended time shall have an inspection of the functionality, a review of safety items, and the drivability of the vehicle along with completing daily service.

Buses which are sent offsite for repair, for which a CobbLinc employee will not be with the vehicle during the repair, shall have the farebox removed from the bus and stored in a designated secure area prior to removal to the offsite facility. The farebox shall be identified by the bus number it was removed from and shall be re-installed when the bus is returned to the CobbLinc garage.

The maintenance staff shall document and track the status of off-site buses in the same manner as those being maintained or repaired in-house. The Contractor shall contact the third party vendor for an update every other day, at a minimum, for a status report and document that status on the shop out of service tracking sheet. The repairs and the condition of the vehicle shall be reviewed by the Contractor’s

supervision, have the farebox re-installed, and be run through daily service before it is returned to service.

22. Out of Service Designation

A bus or paratransit vehicle shall be designated as **unfit** for revenue service (considered out of service) if, upon inspection, **any** of the following safety-related conditions are found:

- Inoperative Horn
- Inoperative Lights (turn signal, headlights, brake lights, etc.)
- Inoperative lift/ramp or restraint system components
- Inoperative windshield wipers (worn or not working)
- Brakes out of adjustment.
- Loose steering components.
- Air conditioning unable to maintain a temperature 20°F lower than ambient or no lower than 72°F, from March 1 through November 1.
- Heating or defroster inoperative for the period November 1 through March 1.
- “Missed” Preventive Maintenance Inspection, as outlined.
- Tires with tread depth of 2/32” on the rear and 4/32 “on the front.
- Inoperative Emergency Exits/Doors/Windows.
- Inoperative two-way radio.
- **Any** condition not in compliance with applicable Federal or State Regulations.

The vehicle shall continue to have Out of Service designation until it is brought into compliance.

23. Maintenance Records

The Contractor shall prepare, maintain, make available to the County (or their designee) and reduce to written form, records and data relative to CobbLinc and *Xpress* vehicles and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records shall be prepared and maintained in such a manner so as to fulfill any applicable State or Federal requirements, as well as any needs of the County to enable them to accurately evaluate the Contractor’s maintenance performance.

The Contractor shall prepare and maintain maintenance records in a uniform vehicle hard copy filing system maintained with color coded files consistent between each vehicle file. The following subjects shall be kept in the dedicated colored folders within the individual vehicle files.

- PM file (mechanical): Includes PM checklist and system hardcopy work orders for scheduled mechanical PM activity and follow-up repairs
- PM file (cleaning): Includes hardcopy system work orders for scheduled cleaning PM activity (interior cleaning, powertrain and chassis wash, etc.)
- DVCR file: Daily DVCR and attached a copy of any system work order related to the repair of defects that drivers identify.
- General Work Orders: Includes a hard copy of all system work orders generated for buses, minus the two PM type work orders.
- Fluid Sample Results: Copy of fluid sample results for engine oil, transmission fluid and differential oil.
- Vendor Invoices and Work Orders: Vendor invoice for general or warranty repair and towing of CobbLinc or GRTA buses attached to a system work order.
- Audit work orders: Includes third party audit write ups and corresponding work orders for correction of discovered defects stapled together.
- Maintenance records for each bus which provides the following information, at a minimum:
 - Make
 - Model
 - Serial Number/County and GRTA fleet number
 - County and GRTA property ID number and serial number of installed County and GRTA owned equipment
 - License number
 - Date received
 - Date placed in service
 - Life miles
 - Rebuilds and major component replacements, including date and life miles at the time of replacement/rebuild.
 - Vehicle repairs
 - Preventive maintenance inspection reports
 - Daily “Vehicle Condition” reports
 - Work orders
 - Tire data

The hard copy preventive maintenance inspection reports; the daily vehicle condition reports; and the oil, fluid and coolant analysis records shall be retained in individual vehicle files for a minimum of 24 months. Hard copy files older than 24 months are to be archived by vehicle for the life of the vehicle.

The electronic preventive maintenance inspection reports; the daily vehicle condition reports; and the oil, fluid and coolant analysis records shall be retained for the life of the vehicle.

When instituted, the entirety of the computerized maintenance software files **must** be maintained on the County and GRTA computer system network, and shall be accessible to the County or their designee at any time.

24. Vehicle Servicing

a. Daily Vehicle Servicing

The Contractor shall maintain CobbLinc vehicles in a clean and neat condition at all times. All vehicle exteriors shall be washed daily including hand-washing of the wheels, hand-washing of the back of each bus, and interiors cleaned daily including the floors being mopped and trash removed after each day's use. Ceilings, windows, dashes, walls, stanchions and grab rails shall be thoroughly cleaned as necessary. All foreign matter such as discarded food or drinks, gum, grease, dirt, newspapers, unauthorized decals and graffiti shall be removed from interior surfaces during the daily interior cleaning process.

The Contractor shall perform daily vehicle servicing on all CobbLinc and *Xpress* vehicles and equipment. For purposes of this Contract, daily servicing shall include, but not be limited to:

- Fueling Diesel or CNG at this time
- Re-filling Diesel Exhaust Fluid (DEF)
- Engine oil, coolant, water and transmission fluid check/add
- Farebox probing, vault pulling and replacement
- Tire inspection (air pressure, tread depth, and wear)
- Brake check
- Lights and flashers check
- Interior sweeping and dusting(as detailed above)
- Exterior and interior visual inspection
- Buses/vans washed through bus washer (hand wash front, back and wheels)

The 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 County and GRTA review for two (2) years.

Defects discovered during the daily service shall be communicated to the repair shop for repair. Buses shall not be released for passenger service until the defects are corrected.

Buses that have been out of service in excess of 24 hours for either in-house or vendor repair shall have the daily service completed to insure it has adequate fuel and is clean inside and out.

b. Scheduled Vehicle Cleaning

The following items shall be included in the Contractor's proposed maintenance plan based on either a mileage or calendar timeframe.

Upholstery shall be steam cleaned as necessary, but at a minimum once per quarter. Upholstery damage shall be repaired **immediately** upon discovery.

Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts, and door edge guards shall be cleaned and treated with a preservative at least once every ten (10) days, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times through use of a regularly scheduled treatment plan. Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe, non-hazardous and EPA approved insecticides and materials.

Buses shall have a comprehensive interior cleaning scheduled every 14 days. Cleaning shall include detail cleaning of the interior from the driver's area to the inside back bulkhead. The bus shall have no recognizable dirt or dust within to include underneath the rear passenger seat around the engine access covers. The cleanliness of the passenger light covers shall be monitored and covers shall be removed and cleaned during this service as necessary. The interiors of the buses shall not be pressure washed or hosed down. The floors shall be mopped and cleaned using the floor covering manufacturer's recommended procedures. Bus ramps and van wheelchair lifts shall be cleaned during the scheduled interior cleaning.

The powertrain assembly, radiator and surrounding engine compartment shall be pressure washed at a maximum of every 6,000 miles. Local conditions such as weather, amount of dust in the air, snow or rain may dictate more frequent cleaning in order to have proper air flow for the radiator/charge air cooler and to keep the engine clean.

The chassis shall be washed in accordance with the manufacturer's requirements for sustaining the structural warranty. CobbLinc and GRTA requires the chassis wash be performed once a year, at a minimum. Once cleaned, the chassis shall be inspected for voids in the undercoating. Voids shall be repaired as soon as the chassis dries. Where necessary, rust inhibitor shall be used to protect the metal surfaces.

c. Farebox Probing

Service personnel will probe the fareboxes at the probing station **each night** and will remove the cash box. Service personnel will place the cashbox in the vault via the outside vault door and close the vault door. Money will be automatically dumped into the large vault. After 10 seconds, the vault mechanism releases the door and the cashbox. Service personnel will remove the cashbox from the vault and place the cashbox into the farebox. Accurate records will be kept of the cash boxes removed and replaced for each bus. Any problems with these procedures

shall **immediately** be reported to dispatch. Dispatch will then secure the assistance of supervisory or service personnel to complete these tasks. Money is not to be left in **any** revenue vehicle overnight or when the vehicle is transported to an off-property garage or site. Contractor shall present, within the proposed Vehicle Maintenance Plan, how they will sustain security of the access keys and associated equipment related to the fareboxes.

Asset Information

1. Computer software for tracking maintenance activities

It is possible, during the contract period, that CobbLinc will procure its own asset management/maintenance management/work order management software system which the Contractor will be required to use. Information collected from the inception of this contract on the Contractor's system shall be copied and transferred to the new CobbLinc system.

2. Asset and asset activity related records

The Contractor shall develop and maintain a comprehensive register of all assets in best practice standards and as required by 49 CFR 625 Federal legislation. This requirement shall extend to both installed/in service assets as well as assets that are in storage or being repaired (either by the Contractor or a third party vendor). The status of the asset will be noted in the asset register.

The Contractor shall develop and maintain a comprehensive record of work completed on the asset and shall provide it to CobbLinc as evidence of it delivering its planned approach to preventive maintenance for the assets under its stewardship. Work records shall indicate the nature of the work and whether it was planned, corrective or warranty related.

The Contractor shall provide electronic copies of the asset register and work completed in a format to be agreed upon with CobbLinc. The asset register and associated work activity records shall be provided every 30 days and within two (2) hours of any major incident involving a CobbLinc asset.

The Contractor shall ensure that the records it develops and maintains about the asset (the Asset Registry) are consistent with the records it develops and maintains about the work it carries out on the assets. Further, the Contractor shall ensure consistency and traceability between the financial and technical data provided to CobbLinc.

Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records shall be prepared and maintained in such a manner so as to fulfill any applicable State or Federal requirements, as well as any needs of the County to enable it to accurately evaluate the Contractor's maintenance performance.

Performance Monitoring and Preventive and Corrective Actions

When a nonconformity or incident (safety, service or other) occurs in its assets or asset management practices, the Contractor shall:

- a. React to the nonconformity or incident and as applicable take action to control and correct it and deal with the consequences;
- b. Evaluate the need for action, and as necessary implement the action to prevent re-occurrence;
- c. Report the incident to CobbLinc, indicating why the nonconformity or incident occurred, what has been done to correct it, what is being done to prevent it from re-occurring and minimize its consequences and how these will be dealt with.

The Contractor shall establish processes to proactively identify potential failures in asset performance and evaluate the need for preventive action. The Contractor shall perform in-service fault/defect/incident/failure trend analysis by fleet to identify and prevent in-service failures.

Continual Improvement

The Contractor shall include in their proposal a pro-active Quality Assurance Plan, subject to approval by the County, to verify the quality of the work performed during the contract performance period.

The Contractor shall establish and undertake regular internal audits to provide evidence that the maintenance and asset management practices, strategies and plans are being implemented and carried out as it has defined.

The Contractor shall establish and conduct an impartial audit program, to provide assurance to CobbLinc that its maintenance and asset management practices, strategies and plans are appropriate for the assets under its stewardship and that its practices are consistent with good industry practice and ISO-55001:2014.

Asset Performance Review Meetings – At CobbLinc’s discretion the Contractor will schedule and attend a performance review meeting on a frequency to be determined (as required) by CobbLinc. The purpose of this meeting is to review performance and address outstanding issues and risks.

End of Component 5

F. Component 6: Schedules, Passes, and Tickets

The Contractor shall prepare/print route schedules. The Contractor shall be responsible for placing schedules at various locations throughout the County. Each location shall be checked on a Bi-Weekly basis by the Contractor to ensure that an adequate number of current CobbLinc and *Xpress* route timetables are available at each location. The County will provide the Contractor with a list of distribution locations throughout Cobb County, as needed.

End of Component 6

3.3 GENERAL INFORMATION

A. Records and Reports

All records and reports shall be the property of Cobb County and *Xpress*, as applicable to each agency's respective service.

The Contractor must maintain detailed records in all areas of the operation. This information is vital to ensure compliance with County, Federal, and State requirements, and to enable a thorough monitoring and evaluation of the system, including ridership, revenue, maintenance activities, fixed route, express and paratransit service efficiency and effectiveness of customer feedback.

The Contractor must develop and implement a plan to ensure there is a comprehensive and accurate record keeping and reporting program that encompasses all aspects of the operation. **This plan shall be submitted to the County one month prior to the start of service, for County approval prior to the start of service.**

The following shall be incorporated in the Contractor's record keeping/reporting plan:

- The program must utilize automated data processing to facilitate the efficient compilation and comprehensive analysis of the required data reports.
- All data and records collected, pertinent to the Contract, must be available in hard copy and an electronic medium, accessible by the County at any time. The information must also be available to and accessible by the Federal Transit Administration, the Comptroller General of the United States or any of their authorized representatives pursuant to 49 CFR. 18.36(1).
- Data processing records must have the ability to be downloaded onto a County medium and must be accessible to the County at any time.
- The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract.
- The Contractor shall allow the County and *Xpress* access and inspection of all records and reports. Further, any duly authorized representative of the County shall be permitted to observe and inspect any and all of the Contractor's subcontracted facilities and activities for the purpose of evaluating and judging the nature and extent of the Contractor's compliance with the provisions of this agreement. In such instances, the County representative(s) shall not interfere with or disrupt such activities.

- The Contractor shall be responsible for compiling information regarding the fixed route and paratransit operations, including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database report. This report is critical to the receipt of federal funding and the Contractor must insure that all deadlines and procedures established by the FTA regarding the report are followed, and any follow-up responses are addressed in a timely manner.
- The Contractor's operations staff shall have technical training and a clear understanding of all aspects of the NTD Report including how to develop an FTA approved methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information along with all backup information. This information shall be supplied with the monthly invoice.

B. Required Reports

The following reports shall be submitted to the County and *Xpress*, as applicable to each agency's respective service, according to the specified frequency. The County may request additional reports at its discretion.

1. Maintenance Reports

a. Weekly Reports

- Weekly Out of Service Reports – To be submitted Monday of each week.
- Daily Units Out of Service – Reason and Location
- Major and Minor Vehicle Damage Report
- Buses with Inoperable Wheelchair Lifts and Reason
- Buses with Inoperable P.A. Systems, Destination Sign, Vehicle Enunciators AVL and APC.
- Vehicle Diesel/CNG Fuel, Fluids and Oil Consumption and Mileage by Bus Number

b. Monthly Report

Monthly Maintenance Reports - To be submitted prior to the 10th day of the following calendar month.

- Preventive Maintenance Inspection (PMI) Report by Bus Number.
 - Vehicle Life Miles
 - Scheduled PMI Mileage
 - Date of PMI
 - Next PMI Mileage
 - Summary of PMIs Early, On-time, Late, or Missed

- Vehicle Diesel/CNG Fuel, Fluids and Oil Consumption and Mileage by Vehicle type.
 - MCI
 - Gillig
 - New Flyer
 - Nova
 - Goshen and Champion Low Floor Paratransit Buses
 - Non-Revenue Vehicles
- Overall Monthly Summary Report listing each vehicle, vehicle life mileage, vehicle miles since last preventive maintenance inspection, vehicle fuel and lubricants consumption, vehicle in service failures, ADA accessory equipment failures, and maintenance/repair work performed as of the end of the month.
- Monthly Management Report of the Major maintenance problems to include all Major maintenance work performed on vehicles and equipment during the month (i.e. engine replacement, transmission replacement, accident repairs).

2. Operations Reports (Fixed Route/Express)

- Daily Reports
 - Daily Dispatch Log that shall record on a daily dispatch log all radio communication received from operators, supervisors, and safety including time, vehicle number, route number and brief summary of any incident.
 - Daily Operating Report
 - Total runs dispatched.
 - Total revenue hours operated.
 - Total dispatched runs and revenue hours that were missed.
 - Total dispatched runs that were delayed by more than five (5) minutes.
 - Total number of trips monitored by the Contractor, including the name of the supervisor who did the monitoring and the location where the monitoring took place.
 - Total monitored trips recorded as late or early (0 to 5 minutes).
 - Total number of authorized extra trips.
 - Accidents (any County vehicle or passenger).
 - Total number of bus failures (identified as major or minor) by bus number and run number.
 - Farebox problem, tampering, vandalism, etc. by bus number.
 - Vehicle P.A. Systems, Destination Sign, Vehicle Enunciators AVL and APC problems by bus number.
 - List of supervisors driving routes and run number.
 - Number of dispatchers and supervisors on duty (not driving)
 - Number of open runs (drivers) and run number.

- Monthly Reports
 - Fixed Route Monthly
 - Total number of major and minor mechanical failures by bus number and run number.
 - Total miles between failures.
 - Mileage per month.
 - Total missed trips and hours.
 - Total supervisor hours driving routes.
 - On time performance percentage.

c. Operations Reports (Paratransit)

- Daily Reports (Custom Reports are required):

- Daily Operations Report (DOR)

The Contractor shall record, on a daily dispatch log, all paratransit radio communication received from operators, supervisors, and safety personnel, including vehicle number, route number, field units dispatched, times of all events (including first pickup and last pick up time including all breaks). The information regarding scheduling problems or late trips shall be isolated by route number, location, reason for delay, and directions given to the operator. The Daily dispatch log must be reviewed daily and signed off by the Paratransit Manager. If the radio communication system is automated, the radio communications can be recorded directly into the computer with a hard copy printed, of all communication on a daily basis, and given to the County. The Contractor, or any of their employees, shall not erase or white out any information on the dispatch log or driver's manifest. If a mistake is made, a single-line mark may be used to strike out incorrect information with a note for the reason for the strike out.

- Daily Manifests

The Contractor shall supply, on a daily basis, the completed route manifests for paratransit trips. The manifests must be a computer-generated report that will calculate all routes for the day. Operating detail shall be provided with the following information, at a minimum:

- Route
- Date
- Driver
- Vehicle Number
- Break times
- Lunch/dinner time
- Requested arrival times
- Client names and addresses

- Boarding addresses
 - Alighting addresses
 - Wheelchair securements required
 - Personal Care Attendants traveling with passenger
 - Odometer reading at beginning of the route, at each stop, and at the end of the route
 - Fare media obtained
 - Cancellations
 - No-shows
 - Missed trips
 - Out of window trips
 - Total tickets
 - Total monthly passes
 - Total fares
 - Actual times: sign-on, depart yard, arrive and depart at each pick-up, return to yard, sign-off
 - Total ambulatory passengers
 - Total wheelchair passengers
 - Total cancellations
 - Total no shows
 - Total revenue hours
 - Total trips
- Daily Paratransit Operational Summary

The Contractor shall supply a daily paratransit operational summary. A column shall show the daily information and a column shall show a monthly accumulation of the information. A daily paratransit operational summary shall include:

- Hours
 - ⌘ Revenue hours
 - ⌘ Revenue hours scheduled
 - ⌘ Operator payroll hours
 - ⌘ Operator revenue hours
 - ⌘ Dispatch hours worked
 - ⌘ Supervisors hours worked
 - ⌘ Scheduler hours worked
 - ⌘ Reservationist hours worked
- Trips
 - ⌘ One way trips
 - ⌘ Round trips
 - ⌘ Total trips
 - ⌘ Missed trips
 - ⌘ Late trips
 - ⌘ Out of window trips
 - ⌘ Denied trips

- Monthly ADA Processing Application Requirement of 21 Days.

Each month a spreadsheet must note:

- Applicant name
- Date application received complete
- Date certified
- Licensed healthcare provider completed
- Paperwork
- Date reviewed completed
- Date notification letter mailed
- Number of days to process the application (accepted or denied)

d. Safety Reports

- Accidents
 - Vehicle
 - Passenger names and telephone numbers
 - Employee
 - Workers Compensation
 - First Aid
 - Incidents
- Monthly Drug and Alcohol Testing Information
- Number of tests administered by personnel category and all positive and negative results for the following categories:
 - Pre-Employment
 - Post-Accident
 - Random
 - Reasonable Suspension
- Monthly Accident Statistics – Fixed Route and Paratransit reported separately
- Preventable and Non-preventable
- Passenger Injuries
- Workers Compensation Injuries and Injuries per 100 Employees
 - Incidents
- Dispatch Memorandum of Accident – Including Drug and Alcohol Testing requirements.

- Supervisors Accident Report
 - Drivers Accident Report
 - Police Report
 - Safety Department Follow up Report
 - FTA (National Response Center) Report: Required if there is a fatality or two or more injured transported to a medical facility.

- e. Maintenance Reports
 - Major Mechanical Failures – Definition according to National Transit Database
 - Unit number
 - Description of problem

 - Minor Mechanical Failures – Definition according to National Transit Database
 - Unit number
 - Description of problem

 - Maintenance – Miles since last mechanical failure

 - Vehicles Cleaned – List unit number of vehicles cleaned daily

 - Customer Service Reports

 - Daily Reconciliation Report – for Fixed Route and Paratransit
 - Media Sales
 - Ticket Partner Program Revenues
 - Cash
 - Total Revenue
 - Total Deposit

 - Monthly Reports
 - Customer Complaints – Issue Analysis. This breaks the complaints down by type of complaint for CobbLinc and *Xpress*, individually. Complaint categories include driver complaints, maintenance complaints, service complaints and other complaints.

 - Customer Complaints – Trend Analysis. This breaks the complaints down by route and by type.

 - Complaints per 10,000 Passengers. Operations Summary Report.

- For complaints filed through the County, include the date, subject of complaint, route, brief summary of the complaint, the recipient of the complaint, the person the complaint was forwarded to and the contractor's response to the complaint.
- Summary of follow-up action on all complaints.

C. County Notification

The County must be notified immediately of any of the following incidents:

- Accidents – any County or *Xpress* vehicle or passenger.
- Incidents that delay a route more than 10 minutes.
- Missed trips
- Major bus failure – any disabled bus.
- Detour or deviation off normal routes including deadhead routes.
- Any incident whereby police or fire are contacted for assistance.

The Contractor's supervision program must ensure that a high quality level of service is being delivered to CobbLinc and *Xpress* passengers at all times. Supervisor staffing levels, in all departments, shall be evaluated carefully by the Contractor to meet the above goal. Supervisors **must** have and maintain a Commercial Driver's License with a passenger endorsement.

The Contractor must document and report to the County **all** instances where supervisors and dispatchers are used as operators. The Contractor must develop a plan for ensuring adequate supervision in these instances.

Additionally, every month, or at the direction of the County, the Contractor shall conduct spot checks of all supervisors in the field to evaluate the performance of each supervisor and provide the County a copy of the spot checks after completion.

D. Uniforms

All operators are required to wear the official CobbLinc uniform. The County shall determine the uniform policy. The Contractor **may not** alter or replace uniform parts without the express approval of the County. The operator uniform includes a distinctive name and number badge, insignia, hat, slacks, shirt, jacket, watch, belt, shoes and socks. Maintenance employees and supervisors must be in uniform when on duty and such uniforms must be approved by the County. Safety vests are not to be worn by drivers while operating buses. The Contractor shall supply the County with a plan for the proposed uniform pieces and the supplier. However, the system logo, name, and colors shall be determined by the County. Operators and street supervisors must be clean and

professionally dressed at all times. The uniform may not be worn while off duty, such as while operating a charter service which is not a part of the CobbLinc service.

As managers set the example for their employees, managers shall pay particular attention to their attire, and shall be clean and professionally dressed at all times.

E. Employee Identification Number

While on duty, each operator shall display their employee number on the right shoulder of the CobbLinc Uniform.

F. Cell Phones, Audio and Visual Equipment/Onboard Camera Surveillance Equipment/AVL and APC Equipment

Operators are not permitted to use cell phones, audio or visual equipment while in revenue service, with the exception of a handheld County radio used in revenue service. If it is determined that an operator violated this mandate, promptly and upon written demand of the County's Transit Division General Manager, the Contractor shall remove the employee from all activities associated with this contract.

Tampering with or disabling any equipment onboard **any** CobbLinc or *Xpress* bus shall result in the permanent removal of the employee from all activities associated with this Contract.

G. Equal Employment Opportunity (EEO) Affirmative Action

The Contractor must develop and implement an EEO and Affirmative Action program that meets or exceeds all Federal, State and County regulations and policies.

H. Progressive Discipline Policy

The Contractor shall provide the County and *Xpress* with a copy of its Progressive Discipline Policy. The Contractor shall follow their progressive discipline policy during the entire duration of the Contract. Failure to follow the progressive discipline policy may result in termination of the Contract.

End of Section 3

Section 4

Contract Provisions

4.1 DEFINITIONS

The following provisions or provisions substantially similar to the following provisions shall be made a part of the Contract between the County and the Contractor as well as additional provisions deemed appropriate by the County. The following terms used in the Contract will have the meaning set forth below:

- The term “Cobb” or the “County” means Cobb County, Georgia, which acts through its Board of Commissioners.
- The term “Board of Commissioners” means the governing body of Cobb County, Georgia.
- The term “Services” means Transit System Service and Support (also “transit system”) as described in this RFP and workmanship and material furnished or used in performing the services.
- The term “Proposer” means any firm or entity responding to this Request for Proposals.
- The term “Proposal” means the qualifications, services, support, and prices offered by the Proposer.
- The term “Successful Proposer” means the firm or entity to be selected to provide mass transit services to Cobb County.
- The term “Contract” means the agreement that Cobb County will have with the successful Proposer for the provision of transit services to Cobb County.
- The term “Contractor” means the firm or entity awarded the Contract for providing transit system service and support to Cobb County.
- The term “*Xpress*” means those routes (476, 480, 482) currently operated by CobbLinc for the Georgia Regional Transportation Authority.

4.2 COMPLETE CONTRACT

This Contract and the attachments, exhibits and documents incorporated herein and by reference constitute the complete and exclusive statement of the terms of the agreement between the County and the Contractor and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this Contract shall not affect the validity of other provisions. The County failure to insist in one or more instances upon the performance of any term or terms of the Contract shall not be construed as a waiver or relinquishment of the County right to such performance by the Contractor.

4.3 INDEPENDENT CONTRACTOR STATUS

Under the Contract, the Contractor shall be an independent Contractor and not an agent of the County or the Board of Commissioners. The Contractor shall be fully responsible for all acts and omissions of its employees, subcontractors and their suppliers, and specifically shall be responsible for sufficient supervision and inspection to ensure compliance in every respect with the Contract requirements. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of the Contract with the Contractor. No provision of this Contract shall be for the benefit of any party other than the County and the Contractor.

4.4 EQUIPMENT & TRANSIT EMPLOYEES

The County, in consideration of the compensation provided to the Contractor, shall also be the lessee of all equipment used pursuant to this RFP (other than buses or other equipment purchased by the County). The Contractor shall be entirely responsible and liable for the operation and maintenance of such equipment whether purchased or leased by the County. The Contractor, and not the County, is employer of all the transit employees and the Contractor is responsible for their wages, hours, benefits, worker's compensation, social security, and all other incidents of employment.

4.5 KEY PERSONNEL

All key personnel are considered to be essential to the work being performed under this Contract. Key personnel are defined as General Manager, the Maintenance Manager, the Fixed Route Manager, Paratransit Manager, Customer Service Manager, and Finance Manager. Prior to diverting either of these individuals to other programs or taking them off the project for any reason, the Contractor shall notify the County reasonably in advance and submit justification and proposed substitutions in sufficient detail to permit an evaluation of the impact to the services. The Contractor shall make **no** diversion without the written consent of the County Transit Division General Manager and under no circumstances shall there be a void in any of these positions.

Any change in key personnel proposed, and as such a part of the basis for award of the contract, within the first year of the contract for any reason other than those beyond the control of the contractor, shall result in a fine of \$10,000 per key personnel member.

4.6 SUBCONTRACTING

The Contractor shall not assign, award, or delegate any of its rights, duties or obligations under this Contract to a subcontractor without prior written approval of the County. The County's approval of any assignment, award or delegation shall not release the Contractor of any obligation under the Contract. The Contractor shall be fully responsible for the acts and omissions of the subcontractor, and of persons either directly or indirectly employed by the Subcontractor, as the Contractor is for the acts and omissions of persons directly employed by it.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the County.

4.7 CONTRACT DURATION

Subject to the overall terms of this Contract, the term of this Contract shall be five (5) years and shall commence from the date of execution of the Contract by the Chairman of the Cobb County Board of Commissioners and shall continue until June 30, 2022 unless earlier terminated in accordance with the terms of the Contract. Notwithstanding the above, this Contract shall terminate absolutely and without further obligation on the part of the County or GRTA at the close of the calendar in which it is executed. This Contract will terminate immediately and absolutely at such time as appropriate or otherwise unobligated funds are no longer available to satisfy the obligations of the County. The County reserves the right to extend the contract for one (1) additional two (2) year period for a total contract term of seven years.

4.8 SCOPE OF WORK

The County hereby engages the Contractor and the Contractor agrees to perform the services hereinafter described in connection with the management and operation of CobbLinc and *Xpress*.

Subject only to the general policies and directions of the County with regard to CobbLinc management and operations, and to provisions and requirements of this Contract, the Contractor shall, upon receiving the County's notice to proceed, do all the things necessary to manage, operate, and maintain CobbLinc, including but not limited to:

- Provide executive and administrative management.
- Undertake day-to-day operation of CobbLinc and *Xpress* vehicles.
- Employ and supervise all personnel, including supervisors, vehicle operators, dispatchers, customer service staff, mechanics and other maintenance personnel.
- Operate a paratransit certification/re-certification, reservations and scheduling program.
- Administer training and safety programs.
- Undertake maintenance and repair of vehicles and equipment.
- Process warranty claims for CobbLinc and *Xpress* vehicles.
- Operate a customer service center.
- Assist in public relations and promotions including attending transit fairs, programs, special events, marketing, or any function as requested by the County held either during normal business hours or in the evening or on weekends.
- Provide all reports requested by the County and/or *Xpress*.
- Monitor bus stops/shelters/benches.

- Prepare analysis of financial and other matters.
- Provide clerical, statistical, and bookkeeping services.
- Issue all vehicle operators with uniforms.
- Provide equipment, parts and supplies required in the operation of CobbLinc and *Xpress* services unless specifically identified to be contributed by the County and/or *Xpress*.
- Undertake such other work as may be necessary in connection with the operation of CobbLinc and *Xpress* services in accordance with Section 3 – Scope of Work.

4.9 PAYMENT TO CONTRACTOR

The Contractor shall, on a monthly basis, submit invoices to the County. Contractor is required to submit applications for payment using the County electronic application for payment software system. Applications for payment must include DBE submittals, as required by the County.

Unless there is a dispute about the compensation owed the Contractor, the County shall make payments to the Contractor within a reasonable time after receipt of invoices and all required monthly reports. The monthly payments shall be based on service performed in the preceding month deemed acceptable to the County.

If the Contractor fails to perform its duties and obligations, the County may withhold payment or portions of the payment, and the County shall have the right to deduct from payments to the Contractor any costs or damages incurred, or which may be incurred, by the County as a result of the Contractor's failure to perform, or any penalties that could be assessed against the Contractor pursuant to this Contract. Prior to deducting any penalties that could be assessed, however, the County will provide the Contractor with at least 10 days prior written notice of the County's intent to deduct such penalties thereby affording the Contractor an opportunity during said 10 day period to provide information to the County contrary to the County findings.

The terms of this section and the terms of the entire Contract are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 through 13-11-11, and revised or amended.

By acceptance of the County's payment of an invoice amount, the Contractor releases the County from any and all claims for service provided or work performed through the date of the invoice.

4.10 PAYMENT FOR SERVICES

For Fixed Route/Express Service, payment shall be made on the basis of vehicle revenue hours. Vehicle revenue hours are defined as the scheduled hours of service as set forth in the current CobbLinc and GRTA schedules, or any revisions thereto, plus or minus adjustments for schedule deviations, trippers, or other service level changes as specifically authorized by the County under Section 3 - Scope of Work. **Vehicle revenue hours shall specifically exclude deadhead hours, including, but not limited to, travel time to and from storage facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, driver training, driver lunches and breaks, and missed trips. The revenue hours operated shall be directly traceable by driver trip sheets and the Daily Operating Reports.**

Payments for Customer Service shall be paid on a per hour basis based on the operating hours of the Customer Service Department. Currently, the Customer Service Department operates from 7AM – 7PM Monday through Friday. All activities related to Customer Service shall take place between these hours. Any changes to these hours must be approved by the County.

Payment for Maintenance and Safety and Training shall be based on the vehicle revenue hours. Vehicle revenue hours are defined as the scheduled hours of service as set forth in the current CobbLinc and GRTA schedules, or any revisions thereto. **Vehicle revenue hours shall specifically exclude deadhead hours.**

4.11 PAYMENT FOR SPECIAL EVENTS SERVICE

For the special events services, payment shall be the same as the cost of the fixed route service. Vehicle revenue hours are defined as the time from when a vehicle is requested to arrive at its first pick-up for the event through the time of its last drop-off to include road testing with consultants and/or manufacturers. **Vehicle revenue hours shall specifically exclude deadhead hours.**

4.12 OPERATING REVENUES

All operating revenues collected by the Contractor are the property of the County. For the purposes of this Contract, operating revenues shall include, but not necessarily be limited to, farebox receipts, ticket and pass sales revenue. The Contractor shall be responsible for handling farebox receipts, and pass and ticket sales revenues in the manner discussed in Section 3 – Scope of Work, and as necessary for the County to meet the requirements of State and Federal funding sources.

4.13 TERMINATION OR SUSPENSION

A. Termination or Suspension for Convenience

The County may terminate or suspend this Contract, in whole or part, at any time for its convenience and without cause upon ninety (90) days written notice to the Contractor. Any notice to terminate or suspend this Contract shall be given by certified mail, return receipt requested. The effective date of the termination shall be ninety (90) days from the date of receipt as noted on the return receipt.

Upon termination or suspension of the Contract for convenience, the Contractor's compensation shall be calculated on the basis of service actually performed and expenses actually incurred prior to the effective termination date, reduced by all costs and damages incurred by the County as a result of the default of the Contractor, and excluding any allowance for overhead or profit. If the County suspends the Contract, the Contractor shall immediately reduce its staff services and outstanding commitments, if any, in order to minimize costs.

B. Contractor Default

If the Contractor defaults by failing to substantially perform, in accordance with the terms of this Contract, as determined by the County, the County may give written notice to the Contractor (i) terminating this Contract effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Contractor initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Contractor fails to initiate cure upon the request of the County and diligently continue such cure until complete, the County may give written notice to the Contractor of immediate termination. If the County terminates this Contract pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Contractor was not in default, then in such event said termination shall be deemed a termination for convenience.

C. Cobb County Default

If the County defaults by failing to substantially perform in accordance with the terms of this Contract, the Contractor shall give written notice to the County, setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the County fails to cure within seven (7) calendar days from the date of notice, the Contractor may give written notice to the County of immediate termination. The Contractor, however, shall continue to provide all services under the Contract even if the Contractor disputes amounts owed to it.

4.14 FORCE MAJEURE

Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if, and to the extent, the failure is caused by any of the following:

- Acts of God, lightning, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, explosion, failure of utilities, flood, and nuclear radiation.
- Condemnation or other taking by any government body.
- Any order, judgment, action or determination of any Federal or State court, administrative agency or government body.
- County shall not pay the Contractor if service is suspended or delayed due to acts of God, snow, ice, lightning, earthquake, fire, epidemic landslide, drought, hurricane, tornado, explosion, failure of utilities, flood, and nuclear radiation.

4.15 NOTICE REQUIREMENT

All notices and correspondences required under this Contract shall be in writing and shall be delivered personally, prepaid registered or certified mail, return receipt requested, or overnight receipted delivery service.

All notices and correspondences to the County shall be addressed as follows:

Cobb County Department of Transportation, Transit Division
Attn: Transit Division Manager
463 Commerce Park Drive, Suite 112
Marietta, GA 30060

All notices and correspondences to the Contractor shall be addressed as indicated in the Proposal or as thereafter designated in writing.

4.16 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, protect, indemnify and hold harmless Cobb County, its Board of Commissioners, in both their official and individual capacities, County employees, consultants, agents, servants, successors, heirs, executors and administrators, from and against any and all claims or future claims, actions, suits, causes of actions, demands, obligations, liens, rights, damages, judgments, costs, loss of service, expenses, including but not limited to, actual fees and expenses of attorney's expert witnesses and consultants and compensation of any nature whatsoever by whomsoever brought or alleged, and regardless of the legal theories upon which premises including those actually or allegedly arising out of bodily injury to, or sickness or death, of any person or property damage or destruction including loss of use, which may be imposed upon, incurred by or asserted against the County or other related parties allegedly or actually arising out of or resulting from the Contractor's services, including without limitation any breach of Contract or negligent act or omission of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts arise directly or indirectly out of the performance of the Contract and/or the operation of the transit system. This indemnity provision includes any action or claim resulting from the following:

- Accident injury, death, loss, or damage, to any person or property, or other economic loss or claimed liabilities to the extent caused by resulting from, connected with or arising out of the negligence, acts, or omissions of the Contractor, its officers, directors, employees, agents or subcontractors;
- Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicles, Title VI of the Civil Rights Act, Title VII of the Civil Right Act, Disadvantage Business Enterprise (DBE), American with Disabilities Act, labor laws and regulations and other laws and regulations actions undertaken by the Contractor in the Contract; and

- Infringement of any patent, trademark, or intellectual property right, or violation of any state or federal patent, trademark, or intellectual property law; provided, however, that Contractor's indemnity shall not cover any claims or losses arising from or related the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to Contractor by the County.

The County shall give the Contractor timely notice of, and shall forward to it, every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of the County to give such notice shall not affect such right to indemnification.

4.17 LAWS GOVERNING AND VENUE OF ACTIONS

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, located in Cobb County, Georgia, and, as applicable, the United States District Court for the Northern District of Georgia shall have exclusive jurisdiction to hear any claim between the Contractor and the County in connection with the Contract or the operation of the transit system, and Contractor submits to the jurisdiction and venue of such courts.

4.18 TAX EXEMPT

The County is exempt under present law from State and local sales taxes in the State of Georgia. All transactions on the Contract shall be deemed to have been accomplished within the State of Georgia.

4.19 EMERGENCIES

In the event of a declared civil disorder or natural catastrophe, the Contractor shall direct the employees to operate as ordered by Federal, State, and/or County civil authorities. Compensation shall be based on actual hours of service performed.

4.20 MEETINGS

Upon request of the County, the Contractor shall, at its own expense, attend various meetings to provide information concerning the transit system. The General Manager, representing the Contractor, shall attend at minimum, biweekly meetings with County and Transit staff at times and locations to be determined.

4.21 REMOVAL OF EMPLOYEES

Promptly, and upon the written demand of the County's Transit Division General Manager, the Contractor shall remove from activities associated with this Contract **any** employee who the County considers unsuitable for such work. Please refer to the Incentives and Penalties Section for additional information.

4.22 PROPOSAL PROCEDURES

The Proposal submitted in response to this Request for Proposals is hereby incorporated into this Contract by reference. This Proposal, together with the requirements in the Request for Proposals, shall constitute the Contractor's operating procedures, policies and practices, and, upon reasonable written request from the County, the Contractor shall amend such procedures, policies and practices in accordance therewith. The Contractor shall request the County's prior written approval for any change to these operating procedures, policies and practices.

4.23 COMPLIANCE WITH LAW

The Contractor shall comply with all applicable Federal, State and local laws and regulations relating directly or indirectly with providing transit services pursuant to this Contract. All buses and other equipment shall be maintained and operated at all times in compliance with all applicable rules, regulations and codes governing the operation of vehicles or public conveyance of the County and its municipalities, and those of the State of Georgia and the United States.

The County shall comply with all Federal and State laws and regulations applicable to the County and related directly or indirectly to providing transit services.

4.24 PERFORMANCE AND PAYMENT BOND

Within **ten** days of notice of award of this Contract, the Contractor shall furnish Performance and Payment bonds to the County. These bonds shall be issued by an acceptable surety company to the County who is registered and duly authorized to do business in the State of Georgia, is listed on the Department of Treasury listing of acceptable Sureties and Underwriting limitations, having a Best Rating of A: VII or better, and be accompanied by a Power of Attorney certifying that the person executing the bonds has the authority to do so. The amount of the bond shall be equal to the product of four (4) full months of fixed route and paratransit revenue service hours **times** the Contractor's hourly rates. An irrevocable letter of credit from a bank acceptable to the County in the required amount and form may also be acceptable. The condition of the bond shall be that the Contractor shall fully and faithfully perform all conditions of the Contract, and the Contract shall be incorporated by reference in the bonds. The bond must be renewed annually and remain in effect during the life of the Contract.

4.25 ERISA

The Contractor shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, with respect to each of its employee benefit plans. The Contractor shall supply the County with such information concerning the status of each of the Contractor's employee benefit plans, as the County shall reasonably request.

4.26 LICENSES, PERMITS, AND FILING FEES

The Contractor shall be solely responsible for obtaining any license or other authorization required by law to perform the services required in this Contract. The cost of all licenses and permits necessary to operate each bus and other equipment under all such applicable laws and regulations shall be the responsibility of the Contractor. These permits and licenses shall include, but not be limited to, all necessary Georgia motor vehicle licenses and certificates, including the State of Georgia Public Service Commission Certificate of Public Conveyances and Necessity.

The Contractor shall pay all filing fees and legal fees involved in submitting route, schedule, and rate changes to the Georgia Public Service Commission.

The Contractor shall pay all Federal, State and local taxes imposed on the Contractor by reason of the ownership or leasing of any vehicle, equipment, inventory or operation of the transit system.

4.27 PROHIBITED USES

Unless expressly authorized in writing by the County, the Contractor shall not use any bus or other equipment which is part of the County's transit system other than in connection with the services required to be performed under the Contract. The Contractor shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by the County and in the County's sole discretion and under such terms as the County elects.

4.28 RISK OF LOSS OR DAMAGE

The Contractor shall be responsible for the vehicles, equipment and supplies used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, equipment and supplies.

4.29 INSURANCE

The Contractor shall procure and maintain, or cause others to procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property or theft which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractor or authorized County transit staff, including but not limited to, the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at County owned or leased transfer centers, park and ride lots or bus stops, or theft of any and all transit vehicles and equipment either owned by the County or leased by the County or otherwise used by the Contractor or the County in connection with the operation of the transit system and the services described in the Contract.

The Georgia Regional Transportation Authority and the owners of Park and Ride lots leased by the Georgia Regional Transportation Authority shall be named as additional insured on the Contractor's insurance policies.

A. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability including Garage Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.
3. Umbrella Liability: \$25,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under one or two above.
4. Worker's' Compensation and Employer Liability: Workers Compensation limits as required by the Labor Code of the State of Georgia and Employers Liability limits of \$1,000,000 per accident.
5. All Risk Fire and Extended Coverage for full replacement cost on all service or operating facilities including equipment and contents whether owned or leased by the Contractor or the County. Such coverage shall include coverage for extra expenses and loss of income coverage.
6. Automobile Physical Damage coverage, including Collision coverage and Comprehensive coverage, each equal to full replacement value of all vehicles, including the express buses, the local buses, and non-revenue vehicles operated by the Contractor or County Transit employee. Deductible levels shall be determined by the Contractor based upon Contractor's ability to cover deductible payments in the events of a claim. The Contractor shall be responsible for all damages falling below the deductible. No blanket or per location limit shall apply to this coverage under \$10,000,000.
7. Fidelity Bonds insuring against theft, fraud or misappropriation of funds other missuses of money in such amounts as the County shall request. Cobb County shall be named as an Additional Insured as their interest may appear. A letter of credit may be requested in lieu of or in addition to a Fidelity Bond to secure the Bond deductible depending upon its size.
8. Employment Practice Liability: \$1,000,000 each occurrence and aggregate.

B. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the deductibles or self-insured retentions as respects the County, the Board of Commissioners, their officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella Liability Coverage

The County, the Board of Commissioners, their officials, agents, employees, and volunteers are covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, the Board of Commissioners, and their officials, agents, employees, and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the County, the Board of Commissioners, and their officials, agents, employees, and the County, the Board of Commissioners, and their officials, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions off the policies shall affect coverage provided to the County, the Board of Commissioners, and their officers, employees and volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the County, the Board of Commissioners, and, their officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the County. Additionally, the Contractor shall notify the County immediately upon receipt of any notifications of cancellations.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A VII or otherwise acceptable to the County.

E. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf. The policies, certificates and endorsements are to be in a form acceptable to the County and are to be received and approved by the County prior to commencement of any work or service performed under this Contract. The Contractor is to commence no activity with regard to performance of the Contract until the required insurance has been obtained. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Claims Information and Loss Run

The Contractor shall make available to the County, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from the Contractor or its insurer will be made available to the County upon its request.

4.30 LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the County Transit Division General Manager.

4.31 CONFIDENTIALITY

Any and all reports, information, or data of whatever nature provided to, or prepared, generated or assembled by the Contractor, in connection with the performance of the Contractor, shall not be made available to any individual or organization outside the Contract without the prior written approval of the County, unless such is required by law or a court process. Contractor shall promptly notify the County of any request for such information.

4.32 EXAMINATION AND RETENTION OF RECORDS

Contractor shall maintain all books, records, documents, accounting ledgers, data bases, and similar materials relating to work performed for the County, under this Contract, on file for at least three (3) years following the date of final payment or settlement to the Contractor by County. All records stored on a computer database must be of a format compatible with the County. Any duly authorized representative(s) of the County shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to County and GRTA representative(s) for such access and inspection. Further, any duly authorized representative(s) of the County and/or GRTA shall be permitted to observe and inspect any and all of Contractor's facility and activities during Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of Contractor's compliance with the provision of this Contract. In such instances, County and/or GRTA representative(s) shall not interfere with or disrupt such activities.

The Contractor shall maintain, and the County and GRTA and their representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at the County office of the Contractor at all reasonable times for inspection, audit, and reproduction during the term of the Contract, and for three years from the final date of settlement or payment under the Contract.

4.33 THE COUNTY AND CONTRACTOR - SUPPLIED PROPERTY

The title to capital items provided by the County shall remain with the County. The Contractor shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards provided by the County, at the County's sole discretion. Furthermore, the Contractor shall maintain adequate property control records of all County-furnished property in accordance with sound industry practice and as approved by the County.

The County shall have the option, upon the expiration or termination of the Contract, to purchase all or any part of non-revenue equipment not already purchased by the County and used by the Contractor in the performance of the work specified in the Contract at a price equal to that portion of the original cost of the equipment which has not yet been amortized as of the date the Contract expires or is terminated. Amortization shall be deemed to be made in accordance with generally accepted accounting principles.

4.34 SEVERABILITY OF PROVISIONS

Any provision of the Contract which is found to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Contract, or affecting the validity or enforceability of such provisions in any other jurisdiction.

4.35 TURNOVER PROCEDURE

The County has established a Turnover Procedure for return of CobbLinc and *Xpress* vehicles and equipment at the end of the Contract as described in the maintenance section above. The Turnover Procedure shall be implemented toward the end of the current Contract term and prior to the commencement of the new Contract or as requested by the County and *Xpress*. At the County's option, a Turnover Inspection may be implemented with or without a change in Contractors.

4.36 WAIVER

No provisions of this Contract may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion. A waiver of any provision shall not affect or alter the remaining provisions of this Contract.

4.37 STRICT COMPLIANCE

No failure of the County to insist upon strict compliance by the Contractor with any provision of this Contract shall operate to discharge, modify, change or affect any of the Contract obligations.

4.38 SURVIVAL

All provisions of this Contract which contain continuing obligations shall survive its expiration or termination.

4.39 MUTUAL DISCUSSION

In case of any dispute, claim, question, or disagreement arising from or relating to the Proposal or arising out of this Contract or the breach thereof, the parties shall first attempt a resolution through mutual discussion.

4.40 FACILITATIVE MEDIATION

If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to or arising out of this Contract or the breach thereof through mutual discussion, as a condition precedent to litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties.

All parties to mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for expenses otherwise incurred.

In the event that the statute of limitations would run during the required mediation period, either party may institute litigation so as to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

The County or the Contractor and any other parties involved in any way in the design or construction of this Project are bound, each to each other, by this requirement to mediate prior to the commencement of any litigation, provided that they have signed this Contract or an agreement that incorporates this Contract by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

4.41 CONFLICTING DISPUTE RESOLUTION PROVISIONS

Neither party to this Contract shall enter into any Contract, with regard to the Contract, which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which is in conflict with the dispute resolution procedures required by this Article.

4.42 ARBITRATION PRECLUSION

In case of a dispute relating to or arising out of this Contract, no party to this Contract shall be required to participate in or be bound by any arbitration proceedings.

4.43 TIME IS OF THE ESSENCE

Time is of the essence in the performance of all work and services to be provided hereunder.

End of Section 4

Section 5 CobbLinc Performance Standards

5.1 OVERVIEW

The Contractor will perform all transit services required by the Contract according to the performance standards set forth in this section. As part of the Contractor's proposal, the Contractor shall outline the **specific actions** it intends to take to meet each of the standards provided herein. The specific actions outlined in the Contractor's proposal will be one of the criteria used to evaluate and rank the proposals. **Proposals that do not contain details regarding the Contractor's approach to meeting or exceeding each of the performance standards outlined herein will not be considered.**

The performance standards shall apply to the Fixed Route Local, Express, Paratransit, Special Events Services, Vehicle Maintenance, Customer Service, Fuel Efficiency, Revenue Management, and Ticket Inventory Control.

The County has developed these standards with which the Contractor is expected to comply to encourage the highest quality service from the Contractor and to ensure that the transit services, employee performance and vehicles meet County standards. Failure by the Contractor to meet these standards will result, at a minimum, in the County assessing an appropriate penalty for each incident of non-compliance, and, at a maximum, in the County terminating the Contractor's services. Likewise, the County has also established bonuses for service that exceeds the performance standards outlined herein.

Continued performance by the Contractor at or above the parameters established in this section shall be taken into consideration for the contract extension. Continued performance below the parameters established by the County shall be considered grounds for contract termination.

The following pages outline the specific tasks and timelines required for each of the performance standards, their related incentive and/or penalty dollar amounts, and the frequency at which incentives and penalties will be assessed.

On a monthly, quarterly or annual basis, depending on the performance standard, the County will issue a Notice of Intent to Assess Penalties/Incentives to the Contractor. Disputes by the Contractor involving penalties or incentives must be received by the County within five (5) business days from the receipt of the Notice of Intent. County staff shall meet with the Contractor within five (5) business days of receipt of the dispute to discuss the Contractor's concerns. Final determination regarding the dispute shall be the decision of the County Transit Division General Manager.

5.2 OPERATING STANDARDS

A. Operating Ahead of Schedule (HOT) Standard

No bus shall depart a time point before its scheduled departure time.

Penalty: One-hundred dollars (\$100) per incident when a fixed route or express bus is observed or tracked by AVL system in revenue service departing a County or GRTA scheduled time point any time before its scheduled departure time.

Incentive: No incentive.

B. On-Time Performance

The Contractor shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times on all routes. The Contractor will be considered on time if lateness is due to train delays, traffic delays, accidents not involving a CobbLinc or GRTA bus, or wheelchair boardings provided the Contractor documents each and every delay by route number, bus number, time of day, and reason for delay. If a bus operator is consistently late without cause, the County will notify the Contractor and expect a thorough investigation and follow-up response from the Contractor within 48 hours from time of notification.

Penalty: \$1.00 per revenue hour shall be deducted from the Contractor's monthly service hour billing each month the system as a whole fails to operate on time at least 80% of the time. The penalty shall be applied to all revenue hours operated that particular month.

Incentive: A \$1.00 per hour incentive shall be added to the Contractor's monthly service hour billing each month the system as a whole operates on time at least 95% of the time. The incentive shall be applied to all revenue hours operated that particular month.

Penalties and incentives will be applied to the monthly invoice.

C. Missed Trip Standard - Fixed Route

The Contractor shall, at a minimum, complete 99.85% of all scheduled fixed route trips on a daily basis. In the event of an in-service breakdown, the bus operator's absence or other service related problems, the Contractor shall dispatch another vehicle as soon as possible in order to provide service on the route for the subsequently scheduled trips. Any bus that departs a scheduled time point 15 minutes late shall be considered a "missed trip".

Scheduled trips multiplied by 99.85% is the minimum number of trips to be provided. If the actual trip count is lower, penalty will apply. An AVL report can also be used.

Penalty: Each fixed route missed trip shall be assessed a penalty of one hundred dollars (\$100) if the overall 99.85% minimum performance standard is not achieved. However, a missed trip due to operator error shall be assessed the fifty dollar (\$50) missed trip penalty regardless of the minimum performance percentage

standard achieved. All missed trips shall be subject to discussion between County staff and the Contractor. The final decision regarding a missed trip shall be made by the County Transit Division General Manager.

Incentive: A one hundred (\$100) bonus per month shall be granted to the Contractor when the 99.85% minimum standard is exceeded within the given month.

Penalties and incentives will be applied to the monthly invoice.

D. Missed Trip Standard – Paratransit

The Contractor shall complete 100% of all scheduled paratransit trips within 15 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, the bus operator's absence, or other service related problems, the Contractor shall dispatch another vehicle as soon as possible in order to provide service on the route.

Penalty: The Contractor shall be assessed a penalty of fifty dollars (\$50) per out of window trip. All out of window trips shall be subject to discussion between County and the Contractor. Any final decisions regarding an out of window trip shall be made by the County Transit Division General Manager.

Incentive: A one hundred dollar (\$100) bonus per month shall be granted to the Contractor when 100% of all scheduled paratransit trips are picked up within 15 minutes of the scheduled pick up time.

Penalties and incentives will be applied to the monthly invoice.

E. Vehicle Out of Fuel

If a bus runs out of fuel while in revenue service, a penalty will be assessed.

Penalty: \$500 per occurrence.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

F. Driver Appearance/Identification Number

All bus operators shall adhere to the County's uniform/dress code at all times while operating a vehicle in revenue service. Exceptions to these standards may be granted upon mutual agreement between the Contractor and County for holidays, special promotions or other transit-related events. All bus operators shall display their Identification Number on the right shoulder of the driver uniform at all times the bus is in revenue service.

Penalty: \$25 per infraction for violations of the County's uniform/dress code.
\$25 per infraction for failure to display the identification number on the right shoulder of the driver uniform.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

G. Bus Stop Announcement Standards

1. Equipment Malfunction (Announcements)

In the event of a vehicle enunciator malfunction, the Contractor's bus operators shall announce all pre-determined stops and transfer points over the vehicle's public address system as specified by the County in compliance with the Americans with Disabilities Act.

Penalty: A one-hundred dollar (\$100) penalty shall be assessed to the Contractor for each time a bus operator fails to make the appropriate announcements when a vehicle enunciator fails, for whatever reason.

Incentive: No Incentive.

Penalty will be applied to the monthly invoice

2. ADA Equipment Malfunction Reporting

Bus operators shall report all vehicle enunciator malfunctions, wheelchair lift or ramp malfunctions or any other ADA equipment malfunction to dispatch immediately and dispatch shall report the malfunction to the shop immediately.

Penalty: A one-hundred dollar (\$100) penalty shall be assessed to the Contractor for each time a bus operator fails to notify dispatch immediately that the equipment is malfunctioning or if dispatch fails to notify the Contractor's shop immediately of the failure.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

5.3 VEHICLE MAINTENANCE STANDARDS

Proper maintenance directly affects operating costs. The County maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the bus and all equipment on board the bus is operable and reliable when in service. Vehicle maintenance standards are subject to change based on Federal guidelines. The Contractor shall be responsible for performing the following maintenance on a bus-by-bus basis (fixed route, express and paratransit buses).

A. Preventive Maintenance

The Contractor shall maintain stated intervals between inspections and between "LIKE" inspections. Should the Contractor's PMI schedule consist of 3000 mile 3K inspection,

6K inspection, 9K inspection, 12K inspection, 15K inspection, 18K inspection, 21K inspection and a 24K inspection, the distance between one 6K and the next consecutive 6K inspection constitutes the distance between “LIKE” inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval is considered “Late”. Any PMI inspection completed more than ten percent (10%) past its “LIKE” PMI mileage interval is considered “Late”. Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval is considered “Missed”. Any PMI inspection completed more than fifteen percent (15%) past its “LIKE” PMI mileage interval is considered “Missed.”

Preventive Maintenance Inspections (PMIs) must be completed by the Contractor based upon the preventive maintenance schedule proposed by the Contractor or negotiated by the Contractor and the County and GRTA. PMIs shall include the inspection of **all** onboard devices to ensure full operation of these devices at all times.

Penalty: Fifty dollars (\$50) per business day, or one dollar (\$1.00) per mile, whichever is greater, shall be assessed against the Contractor for each incident of non-compliance with this standard. **Failure by the Contractor to maintain a PMI and repair program which complies with County, State, Federal, other applicable agencies, and the manufacturer’s recommended PMI program shall be considered grounds for contract termination.**

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

B. Heating/Air Conditioning

The heating system must be fully operable from November 1 to March 1. The air conditioning system must be fully operable from March 1 to November 1. Under **no** circumstances shall a CobbLinc or *Xpress* bus be put into revenue service without a fully functioning heating and/or air conditioning system.

The Contractor shall test the heating and air conditioning systems on all vehicles to ensure they are functioning properly prior to revenue service. If the heating or air conditioning system on a vehicle does not function properly during the test procedure, the Contractor’s dispatch personnel shall be notified immediately, and the bus shall not be used in revenue service. All heating and air conditioning system failures shall be listed on the Contractor’s monthly fixed route or paratransit report.

Penalty: Failure by the Contractor to repair non-functioning air conditioning/heating systems within five (5) business days shall result in a one hundred dollar (\$100) penalty per incident per day.

Incentive: A one hundred dollar (\$100) bonus per month shall be granted to the Contractor when all air conditioning and heating system failures are identified in the Contractor’s monthly reports and are repaired by the Contractor within five (5) business days after the date of the occurrence.

Penalties and incentives will be applied to the monthly invoice.

C. Major Vehicle Body Damage Repair Standards - Interior and Exterior

The Contractor shall completely repair any major vehicle body damage, interior and exterior, within sixty (60) business days from the date of the occurrence.

Penalty: A fifty-dollar (\$50) per business day penalty, per bus, shall be assessed to the Contractor for major vehicle body damage that remains unrepaired beyond the 60-day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

D. Minor Vehicle Body Repair Standards – Interior and Exterior

The Contractor shall repair any **minor** vehicle body damage, interior and exterior, within twenty-one business (21) days from the date of the occurrence.

Penalty: A fifty-dollar (\$50) per business day penalty, per bus, shall be assessed to the Contractor for minor vehicle body damage that remains unrepaired beyond the 21-day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

E. Repairing or Replacing Seat Damage Standards

The Contractor shall repair or replace any passenger or operator seat that is damaged within seven (7) business days of the occurrence.

Penalty: A fifty-dollar (\$50) per business day penalty shall be assessed to the Contractor for repairs that go beyond the seven (7) day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

F. Repairing ADA Equipment Standards

The Contractor shall repair **all** ADA required equipment within 48 hours of occurrence or in accordance with Federal ADA guidelines or laws, whichever is more stringent. This equipment includes:

- Public Address (PA) system
- Destination signs
- Stop request signs

- Passenger signal tape, switch, or cords
- Wheelchair lift equipment
- Ramp equipment
- Wheelchair tie down and securement equipment
- Required ADA signage and decals
- Vehicle enunciators and kneeling system

Penalty: A two hundred dollar (\$200) per business day penalty shall be assessed to the Contractor for ADA equipment problems that go unrepaired beyond the 48 hour time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

G. Cleaning of Exterior and Interior of Vehicles Standards

1. Daily

On a daily basis, the Contractor shall clean the interior of **every** vehicle to be used in service on the following day. Daily interior cleaning shall include, at a minimum, removing all interior trash, emptying the on-board trash receptacles, vacuuming all seat cushions, removing graffiti and gum, and mopping the floor. Weather permitting; the exterior of all vehicles shall be cleaned every day including a run through the bus wash and spot cleaning the bumpers and chrome wheels. The back of all vehicles shall be hand washed prior to running them through the bus wash.

In addition, the Contractor shall **post or remove** interior public notices or advertisements within 24 hours of receiving notice to do so by County staff.

H. Defects Found by the County or Designee

On random and/or scheduled occasions, the County or their designee will perform inspections of any or all vehicles. The Contractor shall repair any defects documented during subject inspections within three (3) business days from the date the Contractor is informed. If parts availability is an issue in affecting repairs, the Contractor must submit to the County an exemption request in which the parts availability issue is to be documented.

Penalty: A two-hundred fifty-dollar (\$250) per business day penalty shall be assessed to the Contractor for defects that remain unrepaired beyond the 3 day time period.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

2. Bi-Weekly

Major interior cleaning (detailing) shall be provided for **every** vehicle in the fleet at least once every 14 calendar days. Major interior cleaning shall include (in addition to the daily tasks outlined above), an interior detailed cleaning of all windows, the driver's area, all side paneling, and the ceilings.

3. Quarterly

Upholstery cleaning of all seats shall be done quarterly.

Interior damage on all vehicles shall be reported to County staff on a **weekly** basis with an estimated timeline for repairs and a list of completed repairs.

Penalty: One hundred dollars (\$100) per business day, per vehicle, for each day of non-compliance with any of the above standards.

Incentive: A bonus of two hundred fifty dollars (\$250) per quarter shall be granted to the Contractor when full compliance with all of the above standards is achieved.

Penalties and incentives will be applied quarterly.

5.4 REPORTING STANDARDS

A. Monthly Maintenance Reporting Standard

The Contractor shall submit the monthly maintenance report to the County prior to the 10th day of the following calendar month.

Penalty: Failure by the Contractor to provide the monthly maintenance report within the specified time period shall result in a penalty of fifty dollars (\$50) per business day until the report is submitted to the County.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

B. Monthly Invoice Standards

All components of the monthly invoice must be submitted to the County no later than 10 business days following the end of the previous calendar month.

Penalty: Failure by the Contractor to provide the correct and adequate Monthly Invoice within the specified time period shall result in a penalty of fifty dollars (\$50) per business day until the invoice is submitted to the County.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

C. Drug and Alcohol Reporting Standards

The Contractor must submit the monthly Drug and Alcohol report accurately no later than 10 business days following the previous calendar month.

Penalty: Failure by the Contractor to provide any Drug and Alcohol or MIS Report within the specified time period shall result in a penalty of one hundred dollars (\$100) per business day until the report is submitted to the County.

Failure of the Contractor to use the correct decision (DOT vs. Non-DOT testing) related to drug and alcohol testing will result in a \$100 penalty.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

D. Disadvantaged Business Enterprise Program Standards

The County must declare a DBE goal annually. The Contractor must make a good faith effort to meet the DBE goal **throughout** the duration of the Contract.

Failure of the Contractor to use the DBE firms (or a Certified DBE replacement) that were submitted with the Proposal shall constitute a breach of Contract. The monthly DBE report shall be submitted to the County no later than 10 business days following the previous calendar month. For any month in which the goal is not met, good faith efforts must be submitted to the County no later than 10 business days following the previous calendar month showing what ongoing opportunities to bid were given to DBE firms. All bidder contact information must be supplied with the good faith efforts. The original written responses from DBE firms to ongoing bids must be provided monthly.

Penalty: Failure to provide a monthly DBE report no later than 10 business days following the previous calendar month and/or for not meeting the specified DBE goal will result in penalties of one hundred dollars (\$100) per business day until the report is submitted to the County and one hundred dollars (\$100) per business day until the Contractor provides sufficient proof to the County, and proof approved by the County, that the DBE goal is being met. If the DBE portion of the Contract is not provided by a certified DBE, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR part 2
- Enforcement action pursuant to 49 CFR part 3
- Prosecution pursuant to 18 USC 1001.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

E. Federal Requirements Standards

It is understood and agreed that the Contractor is obligated by and to the County for specifications or documentation required to comply with any Federal Transit Administration, State of Georgia, or Cobb County requirements.

F. Accident Reporting Standards

The Contractor shall report **all** passenger, employee, or vehicle accidents to the County within 30 minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within 3 days of the occurrence.

Penalty: Failure by the Contractor to report an accident within 30 minutes of the occurrence and to follow up with a complete, correct, and detailed written accident report within three (3) business days of the occurrence shall result in a penalty of one hundred dollars (\$100) per business day until the report is submitted to the County.

The police report shall be provided within 14 business days from the date of the accident. Failure by the Contractor to provide a Police Report within 14 business days of the occurrence shall result in a penalty of one hundred dollars (\$100) per business day until the report is submitted to the County.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

G. NTD Reporting Standards

The Contractor is responsible for compiling information regarding the fixed route and paratransit operations including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database Report. This report is critical to the receipt of Federal funding and the Contractor **must** ensure that all deadlines and procedures established by the FTA regarding this report are followed and any follow-up responses are adhered to.

The Contractor's operations staff must have a clear understanding of all aspects of the NTD Report including how to develop an FTA approved sampling methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the Contractor shall provide the required NTD information on the appropriate NTD form along with all backup information. This information shall be supplied with the monthly invoice.

Penalty: Failure by the Contractor to include, with the monthly invoice, the required NTD information, on the appropriate NTD form, along with all backup information shall result in a penalty of one hundred dollars (\$100) per business day until the report is submitted to the County.

Incentive: No incentive.

Penalty will be applied to monthly invoice

5.5 RIDERSHIP STANDARDS

Local Fixed-Route Service Incentive

The County shall pay the Contractor a quarterly incentive lump-sum payment of two hundred-fifty dollars (\$250) per quarter if Local Fixed Route Unclassified Revenues are 5.0% or less for each month of the quarter. Unclassified revenue data contained in the Breeze Reports shall be the basis for paying the quarterly incentive.

5.6 CUSTOMER SERVICE STANDARDS

A. Overview

Cobb County and GRTA have exceptionally high customer service standards for all of their departments. CobbLinc and GRTA customers have a right to expect courtesy, respect, honesty and professionalism from all CobbLinc and GRTA representatives including Managers, Bus Operators, Dispatchers, Supervisors, Reservationists, Schedulers, and Customer Service Agents. Whether they come in contact with a CobbLinc or GRTA representative by phone or in person, the CobbLinc or GRTA representative is expected to listen to their request/question, ask for clarification if necessary, and provide complete, knowledgeable, accurate, precise information regarding their inquiry.

In the past, CobbLinc has experienced a high rate of operator courtesy complaints and unsafe driving complaints. Therefore, CobbLinc has established the following penalty for operator courtesy complaints.

B. Courtesy Complaint

The total number of courtesy complaints received per quarter, filed through either the Customer Service Department or the County, shall be less than 10% of the total number of complaints received per quarter.

Penalty: A \$500 penalty per quarter shall be assessed for failure to meet this standard.

Any employee who receives more than three (3) courtesy complaints in any one quarter shall be removed from all CobbLinc revenue and non-revenue services.

Incentive: No incentives.

Penalty will be applied to the monthly invoice.

C. Unsafe Driving Complaint

Penalty: Any employee who receives more than three (3) unsafe driving complaints in one quarter shall be removed from all CobbLinc Revenue and non-revenue services.

Incentive: No incentives.

D. Complaint Response Time

Customer complaints shall be responded to within 24 hours from the time of receipt of the complaint from the County, on all operating days.

Penalty: Fifty-dollars (\$50) per occurrence for any complaint recorded by the Customer Service Department or the County in which the customer's comments have not resulted in an initial response to the complaint within 24 hours from complaint receipt or a completed investigation and follow-up response (telephone or written) has not been provided to the customer within seven (7) calendar days of the date from complaint receipt.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

E. Complaints Filed Through Customer Service Department

The total number of complaints filed through the Customer Service Department shall be no more than 50 per quarter.

Penalty: A \$500 penalty per quarter shall be assessed for failure to meet this standard.

Incentive: \$500 bonus per quarter if standard is achieved.

Penalty and incentive will be applied to the monthly invoice.

F. Complaints Filed Through the County

The total number of complaints filed through the County shall be no more than 30 per quarter.

Penalty: A \$500 penalty per quarter shall be assessed for failure to meet this standard.

Incentive: \$500 bonus per quarter if standard is achieved.

Penalty and incentive will be applied to the monthly invoice.

5.7 FUEL EFFICIENCY STANDARDS

Cobb County has made a concerted effort to improve fuel economy and improve air quality and has taken specific steps to achieve this result

A. Bus Idling Standard Operating Procedure

CobbLinc has adopted a bus idling standard operating procedure.

Penalty: Failure to comply with the no idling standard shall result in a penalty of fifty dollars (\$50) per occurrence, per bus.

Incentive: No incentive.

Penalty will be applied to the monthly invoice.

B. Miles Per Gallon

In FY 2015, CobbLinc consumed 1,059,957.20 gallons of diesel fuel at a cost of \$1,980,224.09. The County believes that greater fuel economy for the fleet is possible and has set a goal of 5.5 miles per gallon for each bus in the fleet. Contractor shall be required to provide the County with cost effective ways to achieve this goal.

Incentive: \$500 bonus per month if the goal of 5.5 miles per gallon is achieved for each bus that was operated in revenue service during the month.

Incentive will be applied to the monthly invoice.

5.8 REVENUE MANAGEMENT STANDARDS

Procedures are established whereby a small locked box (“black box”) is used for fare collection in case of a farebox malfunction. Daily Operations Reports indicate when the black box is used on each bus. Black box usage MUST be reported on the Daily Operations Report. When the black box is used but no revenue reported, an investigation must be conducted to determine if fares were collected.

Penalty: A \$100 penalty shall be assessed for every month of failure to report black box usage.

A \$500 penalty shall be assessed for every month a black box is used but no revenue is reported.

Incentive: No incentive.

Penalty will be applied to monthly invoice.

5.9 TICKET INVENTORY CONTROL STANDARDS

Procedures are established whereby upon the receipt of a request for tickets, a Ticket/Warehouse Request form **must** be completed and submitted to the County. Forms must be submitted to the County no less than once per week to ensure proper inventory management.

Penalty: A penalty of \$100 shall be assessed for every Ticket/Warehouse Request form submitted more than five (5) business days after the date of the request.

Incentive: No incentive.

Penalty will be applied to monthly invoice.

End of Section 5

Section 6

FTA Clauses Incorporated By Reference

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as if set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Cobb County (hereinafter referred to as the County) for any specifications or documentation required of the County under these clauses.

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(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.

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 Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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.

Access to Records

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, 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.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The County's overall goal for DBE participation is 5%.**

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

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors. It is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. It is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

Incorporation of Federal Transit Administration (FTA) Terms

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

Termination

a. Termination for Convenience

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

b. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

c. Opportunity to Cure

The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to the County's Satisfaction, the breach or default or any terms, covenants, or conditions of the Contract within (10) days after receipt by Contractor or written notice from the County setting forth the nature of said breach, the County shall have the right to terminate the Contract without any further obligation to the Vendor. Any such termination for default shall not in any way operate to preclude the County from pursuing all available remedies against the Contractor and its sureties for said breach or default.

Equal Opportunity (EEO) Provision

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) *Federally assisted construction contracts.* (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Breaches and Dispute Resolution

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

Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Cargo Preference

To the extent applicable, the Recipient agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. Part 381.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their

personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The COUNTY 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the COUNTY may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and

records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the COUNTY for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards Act

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The County upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

Bonding Requirements

A. Bid Bond Requirement for Construction

1. **Bid Security** - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
2. **Rights Reserved** - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by COUNTY to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of COUNTY.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of COUNTY, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of COUNTY's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by COUNTY as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense COUNTY for the damages occasioned by default, then the undersigned bidder agrees to indemnify COUNTY and pay over to COUNTY the difference between the bid security and COUNTY's total damages, so as to make COUNTY whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

B. Performance and Payment Bonding Requirements for Construction

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the COUNTY.
2. The COUNTY may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The COUNTY may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds:

1. The penal amount of the payment bonds shall equal:
 - A. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - B. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - C. Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the COUNTY may require additional protection as required by subparagraph 1 if the contract price is increased.

C. Performance and Payment Bonding Requirements for Non-Construction

The Contractor may be required to obtain performance and payment bonds when necessary to protect the COUNTY's interest.

1. The following situations may warrant a performance bond:
 - A. COUNTY property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - B. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - C. Substantial progress payments are made before delivery of end items starts.
 - D. Contracts are for dismantling, demolition, or removal of improvements.
2. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- A. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the COUNTY determines that a lesser amount would be adequate for the protection of the COUNTY.
 - B. The COUNTY may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The COUNTY may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
3. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the COUNTY's interest.
4. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
 - A. The penal amount of payment bonds shall equal:
 - 1) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - 2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - 3) Two and one half million if the contract price is increased.

D. Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The COUNTY shall determine the amount of the advance payment bond necessary to protect the COUNTY.

E. Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The COUNTY shall determine the amount of the patent indemnity to protect the COUNTY.

F. Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to COUNTY, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by COUNTY, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by COUNTY and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to COUNTY. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to COUNTY written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Third Party Rights

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third party beneficiary or otherwise.

Notice of Federal Requirements

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this contract. If Federal requirements change, the changed requirements will apply to the contract or the performance of work under the contract as required. All standards or limits set forth in this contract to be observed in the performance of the work are minimum requirements.

Environmental Requirements

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. Consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality", 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

Seismic Safety Requirements

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Drug and Alcohol Testing

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

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

program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

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

Option 1 - The contractor agrees to *participate in COUNTY's drug and alcohol program established in compliance with 49 CFR 653 and 654.*

Option 2 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Georgia, or the COUNTY to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before date before March 15) to COUNTY's Project Manager To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register

Option 3 - The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to COUNTY Project Manager To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C §5310, §5311, and §5333

29 CFP Part 215

Transit Employee Protective Provisions:

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA recipient’s project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. §5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. §5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5310 (a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certifications to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Nonurbanized Areas – If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. §5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

ADA Access

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the

Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;
- (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of

1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except 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.

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except 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.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(f)

49 CFR Part 605

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

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

Patent and Rights In Data

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Recycled Products

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

Recovered Materials

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

Assignably

The covenants contained herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

End of Section 6

EXHIBIT 1

Local/Express Route Timetables and Systems Map

Route maps and schedules are available on the following links:

- www.CobbLinc.com
- www.xpressga.com

EXHIBIT 2

Paratransit Service Area Map

Paratransit Service Area Map and information is available at www.CobbLinc.com.

EXHIBIT 3

CobbLinc Express Buses

Vehicle Number	Vin Number	Year Purchased	Make	Fuel Type	Projected Replacement Year
6069	1M8PDMPA06P057244	2006	MCI	Diesel	2024
6070	1M8PDMPA26P057245	2006	MCI	Diesel	2024
6071	1M8PDMPA46P057246	2006	MCI	Diesel	2024
6072	1M8PDMPA66P057247	2006	MCI	Diesel	2024
6073	1M8PDMPA86P057248	2006	MCI	Diesel	2024
6074	1M8PDMPAX6P057249	2006	MCI	Diesel	2024
6075	1M8PDMPA66P057250	2006	MCI	Diesel	2024
6076	1M8PDMPA86P057251	2006	MCI	Diesel	2024
6077	1M8PDMPAX6P057252	2006	MCI	Diesel	2024
6078	1M8PDMPA47P057572	2006	MCI	Diesel	2024
6079	1M8PDMPA67P057573	2006	MCI	Diesel	2024
6080	1M8PDMPA87P057574	2006	MCI	Diesel	2024
6081	1M8PDMPAX7P057575	2006	MCI	Diesel	2024
6082	1M8PDMPA17P057576	2006	MCI	Diesel	2024
6083	1M8PDMPA37P057577	2006	MCI	Diesel	2024
6084	1M8PDMPA57P057578	2006	MCI	Diesel	2024
6085	1M8PDMPA77P057579	2006	MCI	Diesel	2024
6086	1M8PDMPA37P057580	2006	MCI	Diesel	2024
6087	1M8PDMPA57P057581	2006	MCI	Diesel	2024

EXHIBIT 3 (cont.)**CobbLinc Fixed Route Buses**

Vehicle Number	Vin Number	Year Purchased	Make	Fuel Type	Projected Replacement Year
269	4RKEWTJA52R835533	2002	Nova	CNG	2017
273	4RKEWTJA22R835537	2002	Nova	CNG	2017
282	4RKEWTJA32R835546	2002	Nova	CNG	2017
8030	5FYD4FV058B033772	2008	New Flyer	Diesel	2022
8031	5FYD4FV078B033773	2008	New Flyer	Diesel	2022
8032	5FYD4FV098B033774	2008	New Flyer	Diesel	2022
8033	5FYD4FV008B033775	2008	New Flyer	Diesel	2022
8034	5FYD4FV028B033776	2008	New Flyer	Diesel	2022
8035	5FYD4FV048B03377	2008	New Flyer	Diesel	2022
1001	5FYD5FV039C036775	2010	New Flyer	Diesel	2024
1002	5FYD5FV059C036776	2010	New Flyer	Diesel	2024
1003	5FYD5FV079C036777	2010	New Flyer	Diesel	2024
1004	5FYD5FV099C036778	2010	New Flyer	Diesel	2024
1005	5FYD5FV009C036779	2010	New Flyer	Diesel	2024
1006	5FYD5FV079C036780	2010	New Flyer	Diesel	2024
1600	15GGD2714G1188547	2016	Gillig	Diesel	2030
1601	15GGD2716G1188548	2016	Gillig	Diesel	2030
1602	15GGD2718G1188549	2016	Gillig	Diesel	2030
1603	15GGD2714G1188550	2016	Gillig	Diesel	2030
1604	15GGD2716G1188551	2016	Gillig	Diesel	2030
1605	15GGD2718G1188552	2016	Gillig	Diesel	2030
1606	15GGD271XG1188553	2016	Gillig	Diesel	2030
1607	15GGD2711G1188554	2016	Gillig	Diesel	2030
1608	15GGD2713G1188555	2016	Gillig	Diesel	2030
1609	15GGD2715G1188556	2016	Gillig	Diesel	2030
1610	15GGD2717G1188557	2016	Gillig	Diesel	2030
1611	15GGD2719G1188558	2016	Gillig	Diesel	2030
1612	15GGD2710G1188559	2016	Gillig	Diesel	2030
1613	15GGD2717G1188560	2016	Gillig	Diesel	2030
1614	15GGD2719G1188561	2016	Gillig	Diesel	2030
1615	15GGD2710G1188562	2016	Gillig	Diesel	2030
1616	15GGD2712G1188563	2016	Gillig	Diesel	2030
1617	15GGD2714G1188564	2016	Gillig	Diesel	2030
1618	15GGD2716G1188565	2016	Gillig	Diesel	2030
1619	15GGD2718G1188566	2016	Gillig	Diesel	2030
1620	15GGD271XG1188567	2016	Gillig	Diesel	2030

Vehicle Number	Vin Number	Year Purchased	Make	Fuel Type	Projected Replacement Year
1621	15GGD2711G1188568	2016	Gillig	Diesel	2030
1622	15GGD2713G1188569	2016	Gillig	Diesel	2030
1623	15GGD271XG1188570	2016	Gillig	Diesel	2030
1624	15GGD2711G1188571	2016	Gillig	Diesel	2030
1625	15GGD2713G1188572	2016	Gillig	Diesel	2030
1626	15GGD2715G1188573	2016	Gillig	Diesel	2030
1627	15GGD2717G1188574	2016	Gillig	Diesel	2030
1628	15GGD2719G1188575	2016	Gillig	Diesel	2030
1629	15GGD2710G1188576	2016	Gillig	Diesel	2030
1630	15GGD2712G1188577	2016	Gillig	Diesel	2030
1631	15GGD2714G1188578	2016	Gillig	Diesel	2030
1632	15GGD2716G1188579	2016	Gillig	Diesel	2030
1633	15GGD2712G1187834	2016	Gillig	CNG	2030
1634	15GGD2714G1187835	2016	Gillig	CNG	2030

CobbLinc Non-Revenue Vehicles

Vehicle Number	Vin Number	Year Purchased	Make	Model	Fuel Type	Projected Replacement Year
7208	NM0GE9E7XF1196734	2015	Ford	Transit Connect	Gasoline	TBD
7209	NM0GE9E74F1196776	2015	Ford	Transit Connect	Gasoline	TBD
7210	NM0GE9E79F11987423	2015	Ford	Transit Connect	Gasoline	TBD
7211	NM0GE9E7XF1197351	2015	Ford	Transit Connect	Gasoline	TBD
8819	1GNDD13W92K202994	2002	Chevrolet	Blazer	Gasoline	TBD
7207	1FTEX1CG8FFC15695	2015	Ford	F-150	Gasoline	TBD
7381	1FD0X4GT9GEA84587	2016	Ford	F-450	Diesel	TBD
6755		2013	Mack	W/Snow Plow	Diesel	TBD

EXHIBIT 3 (cont.)**CobbLinc Paratransit Buses**

Vehicle Number	Vin Number	Year Purchased	Make	Fuel Type	Projected Replacement Year
700	1GBE4V1928F403396	2007	Goshen	Diesel	2016
701	1GBE4V19128F403664	2007	Goshen	Diesel	2016
702	1GBE4V1908F403784	2007	Goshen	Diesel	2016
703	1GBE4V19X8F406301	2007	Goshen	Diesel	2016
704	1GBE4V1988F40329	2007	Goshen	Diesel	2016
705	1GBE4V1988F403718	2007	Goshen	Diesel	2016
706	1GBE4V1968F403269	2007	Goshen	Diesel	2016
707	1GBE4V19X8F403730	2007	Goshen	Diesel	2016
708	1GBE4V1978F403281	2007	Goshen	Diesel	2016
709	1GBE4V1968F403451	2007	Goshen	Diesel	2016
800	1GBE4V190411853	2008	Goshen	Diesel	2017
801	1GBE4V1918F411554	2008	Goshen	Diesel	2017
802	1GBE4V1918F411876	2008	Goshen	Diesel	2017
803	1GBE4V1928F411689	2008	Goshen	Diesel	2017
805	1GBE4V1948F411578	2008	Goshen	Diesel	2017
806	1GBE4V1958F410939	2008	Goshen	Diesel	2017
807	1GBE4V1968F410691	2008	Goshen	Diesel	2017
808	1GBE4V1968F410822	2008	Goshen	Diesel	2017
809	1GBE4V1978F411588	2008	Goshen	Diesel	2017
810	1GBE4V1978F411624	2008	Goshen	Diesel	2017
811	1GBE4V1978F411901	2008	Goshen	Diesel	2017
812	1GBE4V1988F411793	2008	Goshen	Diesel	2017
813	1GBE4V1988F411938	2008	Goshen	Diesel	2017
814	1GBE4V19X8F411861	2008	Goshen	Diesel	2017
901	1BGE4V1929F409216	2008	Goshen	Diesel	2017
902	1BGE4V19X9F409173	2008	Goshen	Diesel	2017
903	1BGE4V1999F409181	2008	Goshen	Diesel	2017
904	1BGE4V1979F409194	2008	Goshen	Diesel	2017
905	1BGE4V1909F409232	2008	Goshen	Diesel	2017
906	1BGE4V1929F409278	2008	Goshen	Diesel	2017

EXHIBIT 3 (cont.)**GRTA Xpress Buses**

Vehicle Number	Vin Number	Year Purchased	Make	Fuel Type	Projected Replacement Year
4039	1M8PDMPA06P057310	2006	MCI	Diesel	TBD
4040	1M8PDMPA06P057311	2006	MCI	Diesel	TBD
4041	1M8PDMPA26P057312	2006	MCI	Diesel	TBD
4042	1M8PDMPA66P057313	2006	MCI	Diesel	TBD
4043	1M8PDMPA46P057314	2006	MCI	Diesel	TBD
4044	1M8PDMPA86P057315	2006	MCI	Diesel	TBD
4045	1M8PDMPAX6P057316	2006	MCI	Diesel	TBD
4046	1M8PDMPA16P057317	2006	MCI	Diesel	TBD
4047	1M8PDMPAXP057318	2006	MCI	Diesel	TBD
4048	1M8PDMPA56P057319	2006	MCI	Diesel	TBD
4049	1M8PDMPA16P057320	2006	MCI	Diesel	TBD
4050	1M8PDMPA36P057321	2006	MCI	Diesel	TBD
4051	1M8PDMPA56P057322	2006	MCI	Diesel	TBD
4052	1M8PDMPA76P057323	2006	MCI	Diesel	TBD
4053	1M8PDMPA96P057324	2006	MCI	Diesel	TBD

ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 49 CFR PART 26

The following bid conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13) UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

The Cobb Community Transit will ensure that the following clauses are included in each DOT assisted contract and subcontract:

I. Policy - It is the policy of the Cobb Community Transit that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.

II. DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

III. Compliance - All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Cobb Community Transit. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.

IV. Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

V. Additional Terms and Conditions

(A) DBE Goal:

An Overall Annual Goal has been established at 4% in which any DBE participation on this contract will count toward meeting that goal.

All bidders and proposers hereby assure that they will make sufficient reasonable good faith efforts to meet the above stated goals. Moreover such bidders or proposers hereby assure that they will meet the DBE participation percentages submitted in their respective bids or proposals.

BIDDERS/PROPOSERS, also agree to provide any additional information requested by Cobb Community Transit to substantiate DBE participation, including but not limited to, the written subcontract agreement between prime bidder and each subcontractor for the work relative to this project.

(B) DBE Substitutions:

All bidders and proposers shall make a good faith effort to replace a DBE sub-contractor who is unable to perform successfully, with another DBE sub-contractor. The Cobb Community Transit

Division Manager or Disadvantaged Business Enterprise Liaison Officer must approve all substitutions. There shall be no substitutions or additions during the time period between the bid opening date and the bid award date.

Bidders or proposers may not make substitutions of DBE subcontractors after bid award on the grounds that they have solicited a response from another contractor whose price is more reasonable than the DBE submitted at bid opening.

(C) Contract Award Criteria:

The award selection procedure for this solicitation will ensure that prime contracts are awarded only to competitors who make a good faith effort to meet the established Disadvantaged Business Enterprise (DBE) goal.

1. Subject to other applicable provisions herein, bids or proposals will be considered incomplete, and ineligible to receive a contract award unless the following forms (copies are a part of the bid documents) are completed and submitted with the bid:
 - (a) DBE Form 1 – Schedule of DBE Participation Form
 - (b) DBE Form 2 – DBE Contractor Affidavit Identification
 - (c) DBE Form 3 – Letter of Intent to perform as a Disadvantaged Business Enterprise Subcontractor. One form for each DBE subcontractor listed on DBE Form 1 must be completely filled out and executed by the proposed subcontractor. Failure to submit this with the bid may preclude the bidder from award. Forms are supplied with the contract documents.
 - (d) DBE Form 4 - DBE Unavailability Certification must be submitted with the bid proposal, if the DBE goal is not met.
2. Cobb Community Transit will count toward the established DBE project goal only those firms which are certified as a DBE at bid opening. For information regarding the DBE certification process, please contact the Georgia Department of Transportation.

(D) Reporting Requirements:

The awardee shall establish, maintain and submit regular reports, as required, which will identify and assess progress in achieving DBE sub-contract goals and other affirmative action efforts.

Progress reports shall be submitted with each periodic pay request, or application for payment. Payments will not be approved without current, completed progress reports.

The awardee is required to submit invoices each month for portions of work completed during the month, including all DBE monies due for that period. The awardee is also required to submit a DBE Utilization Form with each monthly invoice.

Failure to comply with this requirement may constitute breach of contract and may result in the termination of this contract or such other remedy as Cobb Community Transit may deem appropriate.

- VI. Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals. (See DBE Form 4 which must be submitted with bid)

A list of the efforts that a bidder should make, and Cobb Community Transit may use in making a determination as to the acceptability of the bidder, are as follows:

- (1) Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;

- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- (4) Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;
- (5) **Whether the bidder selected portions of work to be performed by DBEs in order to increase his/her chances of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);**
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- (8) Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Cobb Community Transit or contractor, and
- (9) Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

NOTE: The nine (9) items set forth above are not the exclusive criteria, and Cobb Community Transit may specify that you submit information on certain other actions which were taken to secure DBE participation in an effort to meet the goal. A bidder may also submit, to the owner, other information on efforts he/she made to meet the goal.

VII. Contractor Assurance - The bidder assures that he/she will make a good faith effort to meet the DBE participation goal as established in Paragraph V, Section A.

General Instructions

1. Contract Goal - Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.
- *2. DBE Forms 1 & 2- All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.
- *3. Letter of Intent to Perform as a DBE Subcontractor - Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.

4. Certification - **BUSINESS/CONTRACTORS seeking to participate as DBEs must be certified at the time of bid submittal. Check the DBE Directory. The Directory is available on line at <http://www.dot.state.ga.us>** or by contacting:

Georgia Department of Transportation
2 Capitol Square, S.W.
Room 262
Atlanta, Georgia 30334
(404)656-5323 (phone)
(404 656-5509 (fax)

5. Copies of Forms - Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Cobb Community Transit Division Manager or the DBE Liaison Officer.

***ITEMS 2 & 3 ABOVE MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE A CONTRACT AWARD.**

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

**DBE FORM 1 (Reproduce as necessary)
SCHEDULE OF DBE PARTICIPATION**

Name of Bidder: _____

Project: _____

Project No.: _____

Bid No: _____

Total Bid Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY AND STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE _____ \$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with _____

Sworn to and subscribe before me, this ____ day of _____, 20____.

_____ (SEAL) Name (Typed) _____

NOTARY PUBLIC

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

DBE FORM 2 (Reproduce as necessary)
DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____
(Title - Owner, President, Co-Venturer, etc.)

and duly authorized representative of _____
(Name of Firm)

whose address is _____

*** I hereby declare and affirm that I am a certified DBE.**

This firm is interested in quoting/bidding on the following categories of work being procured for _____

This firm has current DBE certification from the following agencies:

A copy of the current certification letter notifying the firm that it has been DBE certified by the Georgia Department of Transportation must be attached to this form.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) (Affiant)
STATE OF _____ COUNTY OF _____

On this _____ day of _____, 20____, before me,
_____, the above signed officer, personally appeared, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____ (SEAL)

My Commission Expires _____

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

DBE FORM 3 (Reproduce as necessary)
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of General Contractor Proposing)

PROJECT: _____

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification Affidavit (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

at the following price: \$ _____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

(Date) (Telephone No.) (Name of DBE Subcontractor)

(Firm Address) By: _____
(Signature)

(City and State) Name: _____
(Typed)

Title: _____

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

DBE FORM 4 (Reproduce as necessary)

If you have sought DBE subcontractors for this project, please complete

DBE UNAVAILABILITY CERTIFICATION

I, _____,

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to bid work items to be performed on _____

<u>DATE OF REQUEST</u>	<u>DBE</u>	<u>NAME OF SUBCONTRACTOR</u>	<u>WORK ITEMS SOUGHT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted bids, which were not the low responsible bid:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

GOOD FAITH EFFORT REQUIREMENT

The use of a DBE firm is not a requirement for this contract; however, by signing this form, you acknowledge the federal requirement to show **good faith effort** towards obtaining and utilizing a DBE to perform work on this project.

Signature

date

End of Section

ATTACHMENT 2

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

NON-COLLUSION BIDDING CERTIFICATE

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Date: _____ By: _____

Proposer: _____

ATTACHMENT 3

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

THE 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 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Witness

Title of Authorized Official

Date

ATTACHMENT 4

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

INELIGIBILITY CERTIFICATE

_____ certifies that neither it nor any of its consultants to be used in performing this Contract are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

ATTACHMENT 5

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized agent of _____ whose address is _____, and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Date

Signature

ATTACHMENT 6

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

**COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

_____ certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for Cobb County.

Date: _____

Signature of Authorized Agent

Name/Title of Authorized Agent

ATTACHMENT 7

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

CERTIFICATION REGARDING NON-SEGREGATED FACILITIES

The Bidder certified that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed Contractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is in violations of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Name and Title of Signer

Date

ATTACHMENT 8

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

BUY AMERICA CERTIFICATION

The Buy America requirements apply to the following types of contracts: Construction contracts, and acquisition of goods and rolling stock (valued at more than \$100,000).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(i) and the applicable regulations in 49 CFR Part 661.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(k), but it may qualify for an exception pursuant to 49 U.S.C. 5323 (j)(2)(b) or (j)(2)(d) and the regulations in 49CFR 661.7

Date: _____
Signature: _____
Company Name: _____
Title: _____

Note:

Bidder must complete either the Certificate of Compliance or the Certificate of Non-Compliance.

ATTACHMENT 9

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

CERTIFICATION REGARDING LOBBYING

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 contracts 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 the awarding of any 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 documentations for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance 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 Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant’s Authorized Agent: _____

Name and Title of Consultants Authorized Agent: _____

Date: _____ Telephone #: _____

Firm of Company Name: _____

Address: _____

ATTACHMENT 10

CONTRACTORS QUALIFICATION STATEMENT

1. CONTRACTOR

Name of Contractor:

Address of Contractor:

Primary Contact Person:

Telephone & Fax Number:

Email:

2. BANK REFERENCE

Primary Bank:

Relationship office responsible for account:

Telephone & Fax Number:

Email:

3. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide name (s):

Prior Projects with Cobb County:

4. SIMILAR PROJECT EXPERIENCE

A. Name of project:

Address of project:

Contact person or Owner:

Telephone & Fax Number:

Email:

B. Name of project:

Address of project:

Contact person or Owner:

Telephone & Fax Number:

Email:

C. Name of project:

Address of project:

Contact person or Owner:

Telephone & Fax Number:

Email:

Name of Bidder: _____

Signature: _____

Title: _____

Address: _____

License #: _____

Bond Company: _____

Agent: _____

Type of Business Entity:

(Corporation, Sole Proprietorship, Partnership, P.C.)

My being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

ATTACHMENT 11

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

PROPOSAL SUBMITTAL LETTER

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, and equipment _____, delivered to the undersigned by Cobb County, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if Cobb County, Georgia awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to Cobb County and, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and Cobb County, Georgia. The Contract created pursuant to the previous sentence shall incorporate the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Transmittal Letter this _____ day of _____ 201_____.

By

Title

Sworn to and subscribed before me the _____ day of _____, 201_____.

Notary Public

My Commission Expires:

Date

ATTACHMENT 12

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS (Effective 09-20-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or

subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 09-20-2013

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 09-20-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

Effective 09-20-2013

ATTACHMENT 13

This Form Must Be Signed and Returned with Bid or Bid Will Be Deemed Non-responsive.

The Department of Transportation Transit Division Bid Protest Procedures

The County and has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) Third Party Contracting Guidance, dated November 1, 2008.

Definitions

“Contract” means any contract, agreement, purchase order or order placed by the County and to receive goods or services from an external source. “Day or Days” means a working day or days of the County.

“Interested party” means a participant or prospective participant in a County procurement whose direct economic interest is affected by the award of the contract for the procurement.

“Offer” means a response to a County procurement solicitation, including but not limited to quotations, bids, proposals and expressions of interest or qualifications.

Submission of Protests

Any interested party may file a bid protest with the Cobb County Department of Transportation on the basis that the County failed to comply with a federal or state law or that the County failed to follow its own Procurement Regulations. A valid protest must include the following information:

1. Name and address of the protestor
2. Identification of the procurement action being protested
3. A statement of the reason for the protest, identifying the federal or state law or the County Procurement Regulation that the protestor alleges has been violated by the County.

Types of Protests and Deadline to File

The deadline for a valid protest will be determined by the progress of the procurement.

The County will recognize three different types of protest:

1. Protest regarding solicitation

Any protest regarding solicitation must be filed in writing no later than five (5) days prior to the deadline to submit offers. This type of protest includes a claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis for award or any claim that the procurement documents or the procurement process violate a federal or state law or fail to follow its own procurement regulations.

2. Protest regarding offer evaluation

Any protest regarding the evaluation of offers must be filed in writing no later than five (5) days from the day that the County decision to award is announced. Any protest filed after such date which raises such issues will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest challenges the County determination of responsiveness of offers and responsibility of offerors, errors in calculation or that the County evaluation of offers violated a federal or state law or its own procurement regulations.

3. Protest regarding award of contract

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award of the contract. Any protest filed after such date which raises an issue regarding the award will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated a federal or state law or its own procurement regulations in awarding the contract.

The County Response to Protests

The County will notify a protestor upon receipt of a timely protest and may, where appropriate, request further information. The County may, at its sole discretion, meet with the protestor to review the issues raised in the protest. The County a consideration of the protest, except as otherwise provided in the following paragraph “Decisions by the County”, will be in accordance with the following provisions:

Protest regarding solicitation

Upon receipt of a valid protest regarding solicitation, the County will postpone the deadline for submission of offers until resolution of the protest. If the protest regarding the solicitation includes a claim of unduly restrictive or exclusionary specifications, the County will, in considering the protest, consider both the specific needs of the County for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the County and determines that such feature or item was included in the specification in order to meet a legitimate need of the County, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the County and will deny the protest.

Protest regarding evaluation of offers

Upon receipt of a valid protest regarding the evaluation of offers, the County and will suspend its evaluation of all offers until resolution of the protest. If the County and determines that the protestor has established that there are reasonable doubts regarding the responsiveness of an offer or the responsibility of an offeror or regarding the County and compliance with federal or state law or its procurement regulations.

Protest after award

Upon receipt of a timely protest regarding the award of a contract, the County and will issue a stop work order, if necessary, until the resolution of the protest. If the County and determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of a federal or state law or the County and procurement regulations.

Protest regarding bid evaluation

Any bid protest regarding the evaluation of bids by the County and must be filed in writing with the County and no later than five (5) days after the opening of bids. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the County. This type of protest would include any challenge to determinations by the County and of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal, state or the County procurement regulations.

Protest Regarding Award of Contract

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by the County. This type of protest will only be entertained by the County and if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated federal, state or its own procurement regulations in the award of the contract.

Decisions by the County

As indicated above, in most instances, the County and will suspend the procurement action upon receipt of a bona fide bid protest. However, the County and reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the procurement process in the following instances:

- a. When failing to fulfill the need for the items or services would cause irreparable harm to the County and or its Service Boards;
- b. When the County determines that the protest is vexatious or frivolous; or
- c. When delivery or performance will be unduly delayed or other undue harm would occur by delaying the award of the contract.

After review of a bid protest submitted under these provisions, the County will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the County own investigation of the matter. If the protest is upheld, the County will take appropriate action to correct the procurement to protect the rights of the protestor, including, but not limited to, reissuance of the procurement, revised evaluation of the offers or the County conclusion of the evaluation of the offers, or termination of the contract. If the protest is denied, the County and will terminate the suspension of the procurement that was imposed during the consideration of the protest and will proceed with the procurement.

The availability of review of bid protests by FTA is as follows:

Reviews of protests by FTA will be limited to:

- 1. A grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- 2. Violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

I have received, read and understand these protest procedures.

Signature

Printed Name

Date

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on November 18, 2016** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
122 Waddell Street
Marietta, GA 30060
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing Receipt of addenda should be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain

title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

IX. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

X. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XI. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on

his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XIV. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XV. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVI. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XVII. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XVIII. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XIX. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and six (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXI. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing
122 Waddell Street
Marietta, GA 30060
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIII. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXIV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXV. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVI. Indemnification/Hold Harmless

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or

anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section 12.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

XXVII. Local Vendor Presence (LVP) Program – Not Applicable

XXVIII. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed on Page 23.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXIX. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXX. Termination for Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXXI. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXII. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXIII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXIV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

Cost Proposal Form

Cobblinc and GRTA expect to expand services over the term of the contract and are seeking pricing that will allow for that expansion based on the variable cost for the expanded service. All other fixed costs shall be accounted for and charged separate to the variable revenue hourly rate for fixed route services and the variable passenger trip cost for paratransit services. Cost for fixed and express service shall be provided per revenue hour (based on the printed schedule excluding deadhead). Cost for paratransit service shall be provided based on a per trip basis. The County shall not reimburse for Personal Care Attendants (PCAs) or companions. Maintenance and Safety Cost shall be provided on a per-revenue hour basis. Customer Service Cost shall be provided on a per-hour cost based on the hours of operation.

VARIABLE COST PRICING - VARIABLE COSTS FOR THOSE EXPENSES IMPACTED BY THE NUMBER OF HOURS OF REVENUE SERVICE OR PARATRANSIT PASSENGER TRIPS

VARIABLE COSTS FOR FIXED ROUTE SERVICE – LOCAL, FLEX, AND EXPRESS SERVICES										
	Estimated Revenue Hours based on 2015	Cost Per Revenue Hour	Fixed Route Variable Cost – Year 1	Fixed Route Variable Cost – Year 2	Fixed Route Variable Cost – Year 3	Fixed Route Variable Cost – Year 4	Fixed Route Variable Cost – Year 5	Total Fixed Route Variable Cost – Years 1-5	Total Fixed Route Variable Cost – Option Year 1	Total Fixed Route Variable Cost – Option Year 2
	158,821									
Wages and Fringes										
Operator Wages and Fringes										
Mechanic Wages and Fringes										
Utility Wages and Fringes										
Subtotal Variable Cost for Wages and Fringes										
Other Variable Costs										
Fluids, Lubricants, and Oils										
Tires										
Vehicle Servicing										
Farebox Pricing										
Uniforms, Drug Testing, and DOT Physicals										
Other Variable Costs										
Related Overhead										
Related Profit										
Subtotal Variable Costs for Other Variable Costs										
TOTAL VARIABLE COSTS FOR FIXED ROUTE SERVICES										

VARIABLE COSTS FOR PARATRANSIT SERVICE										
	Estimated Revenue Hours based on 2015	Variable Cost per Passenger Trip	Paratransit Variable Cost – Year 1	Paratransit Variable Cost – Year 2	Paratransit Variable Cost – Year 3	Paratransit Variable Cost – Year 4	Paratransit Variable Cost – Year 5	Total Paratransit Route Variable Cost – Years 1-5	Total Paratransit Variable Cost – Option Year 1	Total Paratransit Variable Cost – Option Year 2
	65,537									
Wages and Fringes										
Operator Wages and Fringes										
Mechanic Wages and Fringes										
Utility Wages and Fringes										
Subtotal Variable Cost for Wages and Fringes										
Other Variable Costs										
Fluids, Lubricants, and Oils										
Tires										
Vehicle Servicing										
Farebox Pricing										
Uniforms, Drug Testing, and DOT Physicals										
Other Variable Costs										
Related Overhead										
Related Profit										
Subtotal Variable Costs for Other Variable Costs										
TOTAL VARIABLE COSTS FOR PARATRANSIT SERVICES										

FIXED COST PRICING - FIXED COSTS FOR THOSE EXPENSES THAT ARE NOT IMPACTED BY THE NUMBER OF REVENUE HOURS OPERATED

FIXED COSTS FOR FIXED ROUTE AND PARATRANSIT SERVICES								
	Fixed Cost for Fixed Route and Paratransit – Year 1	Fixed Cost for Fixed Route and Paratransit – Year 2	Fixed Cost for Fixed Route and Paratransit – Year 3	Fixed Cost for Fixed Route and Paratransit – Year 4	Fixed Cost for Fixed Route and Paratransit – Year 5	Fixed Cost for Fixed Route and Paratransit – Years 1-5	Total Fixed Cost for Fixed Route and Paratransit – Option Year 1	Total Fixed Cost for Fixed Route and Paratransit – Option Year 2
Wages and Fringes								
General Managers								
Director of Operations								
Director of Maintenance								
Paratransit Dispatch								
Paratransit Schedulers								
Customer Service								
Fixed Route Road Supervisors								
Paratransit Operations Data Clerk								
HR and Administration								
Management								
Maintenance Supervision								
Parts								
Related Profit								
Subtotal Fixed Costs for Wages and Fringes								
Other Fixed Costs								
Safety and Training Supplies								
Non-Revenue Vehicle Costs incl. Fuel								
Bus Cleaning and Supplies								
Insurance (vehicle and property)								
Performance Bond								
Materials and Supplies (office supplies, postage, payroll processing, computer supplies, copier and office equipment leases)								
ADA Certifications								
Facility Maintenance								

FIXED COSTS FOR FIXED ROUTE AND PARATRANSIT SERVICES								
	Fixed Cost for Fixed Route and Paratransit – Year 1	Fixed Cost for Fixed Route and Paratransit – Year 2	Fixed Cost for Fixed Route and Paratransit – Year 3	Fixed Cost for Fixed Route and Paratransit – Year 4	Fixed Cost for Fixed Route and Paratransit – Year 5	Fixed Cost for Fixed Route and Paratransit – Years 1-5	Total Fixed Cost for Fixed Route and Paratransit – Option Year 1	Total Fixed Cost for Fixed Route and Paratransit – Option Year 2
Marketing and Recruiting								
Property Taxes, Licenses, Registrations, Interest								
Depreciation Expenses								
Overhead Other – not accounted for above								
Subtotal Fixed Costs for Other Fixed Costs								
TOTAL FIXED COSTS FOR FIXED ROUTE AND PARATRANSIT SERVICES								

SUMMARY PAGE

VARIABLE COSTS FOR FIXED ROUTE SERVICE – LOCAL, FLEX, AND EXPRESS SERVICE	Estimated Revenue Hours based on 2015	Cost Per Revenue Hour	Fixed Route Variable Cost – Year 1	Fixed Route Variable Cost – Year 2	Fixed Route Variable Cost – Year 3	Fixed Route Variable Cost – Year 4	Fixed Route Variable Cost – Year 5	Total Fixed Route Variable Cost – Years 1-5	Total Fixed Route Variable Cost – Option Year 1	Total Fixed Route Variable Cost – Option Year 2
	158,821									

VARIABLE COSTS FOR PARATRANSIT SERVICE	Estimated Passenger Trips based on 2015	Variable Cost per Passenger Trip	Paratransit Variable Cost – Year 1	Paratransit Variable Cost – Year 2	Paratransit Variable Cost – Year 3	Paratransit Variable Cost – Year 4	Paratransit Variable Cost – Year 5	Total Paratransit Route Variable Cost – Years 1-5	Total Paratransit Variable Cost – Option Year 1	Total Paratransit Variable Cost – Option Year 2
	65,537									

FIXED COSTS FOR FIXED ROUTE AND PARATRANSIT SERVICES			Fixed Cost for Fixed Route and Paratransit – Year 1	Fixed Cost for Fixed Route and Paratransit – Year 2	Fixed Cost for Fixed Route and Paratransit – Year 3	Fixed Cost for Fixed Route and Paratransit – Year 4	Fixed Cost for Fixed Route and Paratransit – Year 5	Fixed Cost for Fixed Route and Paratransit – Years 1-5	Total Fixed Cost for Fixed Route and Paratransit – Option Year 1	Total Fixed Cost for Fixed Route and Paratransit – Option Year 2

TOTAL COMBINED COSTS (FIXED ROUTE AND PARATRANSIT SERVICES)										
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Company Name: _____