

EXHIBIT A - Sample QA Monitoring Reports
Phoenix Dial-a-Ride Quality Assurance Monitoring Program Services
RESERVATION FORM

Monitor # _____ # of Trips Scheduled: _____ (ADA)
Date of Call: _____ Time of Call: _____ (AM PM) Date of Travel: _____

Number of attempts to connect: _____
Number of attempts never connected: _____
Number of disconnects: _____
How long on hold (min/sec): _____
Length of call(s) (min/sec talking to operator): _____
Total amount of time to make reservation (min/sec): _____

Passenger Information:

Senior: **Yes** **No** Sight Impaired: **Yes** **No** Use a Mobility Aid: **Yes** **No**

Trip Information:

Yes **No** Did you refuse ride **Why?** _____
Yes **No** Were you denied a ride **Why?** _____
Yes **No** Was the reservation time negotiated? **Why?** _____

Time Requested: _____	Negotiated Time: _____
Time Requested: _____	Negotiated Time: _____
Time Requested: _____	Negotiated Time: _____

Reservation Operator Information:

Yes **No** Did Operator state their name **Operator's Name:** _____
Yes **No** Did Operator speak clearly
Yes **No*** Was Operator polite
Yes **No*** Was Operator knowledgeable/efficient
Yes **No*** Did Operator summarize by verifying your reservation information as being correct

Comments: _____

Overall Reservation Experience Rating: _____

5 - Outstanding *
4 - Very Good
3 - Satisfactory
2 - Less Than Satisfactory
1 - Poor *

* Requires explanation in Comments Section

EXHIBIT A - Sample QA Monitoring Reports
TRIP EVALUATION FORM

Monitor # _____

Vehicle # _____

Date: _____

Trip # 1

Yes No Can't Driver Report Plus
Plus Address: _____ (Zone _____)
Minus Address: _____ (Zone _____)
Reservation Time: _____ (AM PM) **Pick Up Time:** _____ (AM PM)
Pick Up Early/Wait Time (Min): _____
Requested Drop Off Time: _____ (AM PM) **Actual Drop Off:** _____ (AM PM)
Drop Off Early/Late Time (Min): _____

Yes No Shared Ride If Yes, was it an "Efficient" Shared Ride? **Yes No***
Shared ride time: _____ **Non-shared ride time:** _____
Total Time On Vehicle: _____

Yes No* N/A Did Driver utilize tie downs properly and safely
Yes No* N/A Did Driver utilize lift/ramp properly and safely
Yes No* Did Driver assist or offer to assist PAX from the door to the vehicle
Yes No* Did Driver assist or offer to assist PAX from the vehicle to the door
Yes No* Did Driver assist or offer to assist PAX into the vehicle
Yes No* Did Driver assist or offer to assist PAX out of the vehicle
Yes No Did Driver wear seat belt
Yes No Did PAX wear seat belt
Yes No* Did driver assist PAX with seat belt (or ensure PAX's seatbelt was fastened)
How long to board: _____(min) **How long to de-board:** _____(min)
Yes No* N/A Was driver sensitive to any special needs of PAX
Yes No* Was driver courteous to PAX
Yes No* Driver wearing ID Badge **Driver's Name:** _____
Yes No* Was Driver's appearance professional
Fare Collected By Driver: \$ _____ / PASS **Correct Fare:** \$ _____
Yes* No N/A Was trip free
Yes* No Was trip interrupted

Comments: _____

Overall Trip Evaluation
Experience Rating: _____
5 - Outstanding *
4 - Very Good
3 - Satisfactory
2 - Less Than Satisfactory
1 - Poor *

EXHIBIT A - Sample QA Monitoring Reports VEHICLE EVALUATION FORM

Monitor # _____

Vehicle # _____

Date: _____

Trip # 1

- Yes No* Vehicle clean outside
- Yes No* Vehicle clean inside
- Yes No* Vehicle windows clean
- Yes No Seatbelts clean
- Yes No* Temperature appropriate
- Yes No* Pathways clear
- Yes No Tobacco odor present
- Yes* No Bad odor present (other than tobacco)
- Yes No Windshield has chips or cracks

If Yes, are they in Drivers view? Yes No

- Yes No Excessive brake noise

If Yes, is it a **SQUEAKING** or **GRINDING** noise, or **NEITHER OF THESE?**

- Yes No Brakes grab
- Yes No Rear view mirror clean
- Yes* No Mirror obstructed
- Yes No Vehicle rattle present

If Yes, coming from (circle all applicable) Lift Seat Overhead Walls Other*

If Yes, was it Constant or Intermittent

If Yes, was it Loud Moderate Minimal

- Yes* No Bumpy ride

If Yes, was bumpy ride caused by (circle 1) Driver Street Van Don't Know

Comments: _____

Overall Vehicle Evaluation

Experience Rating:

5 - Outstanding *

4 - Very Good

3 - Satisfactory

2 - Less Than Satisfactory

1 - Poor *

EXHIBIT A - Sample QA Monitoring Reports DRIVER SAFETY FORM

Monitor # _____
Vehicle # _____
Date: _____

Trip # 1

- Yes No* Driver obeys speed limit
 If not, approximately how far over or under? _____ m.p.h.
- Yes* No Driver weaves in/out of traffic
- Yes No* Driver makes complete stops at all red lights / stop signs
- Yes No Driver makes "smooth" stops
- Yes No* Smooth ride
- Yes No Driver consistently uses turn indicators in traffic
- Yes No Driver uses turn indicators from curb or parking lot
- Yes No Driver tailgates other vehicles
- 1 2 3 4 5 Usual following distance in seconds (2 second rule)
- Yes No* Driver makes safe lane changes
- Yes No Driver corners safely and smoothly
- Yes No* Driver uses 2 hands on the wheel
- Yes No Did Driver back up
 If Yes, did Driver call Dispatch & perform safety check beforehand? Yes No*
- Yes No Did the van cross railroad tracks
 If Yes, did Driver stop before crossing? Yes No*
 Location of railroad tracks (if driver didn't stop) _____
- Yes* No Aggressive Driving: Driver is speeding (5 mph+) and does any **two** of the following:
 Running light/sign, Unsafe lane change (causing other driver to take action to evade),
 Passing on right (off roadway), Tailgating, Failure to yield at an intersection.

Comments: _____

Overall Driver Safety
Experience Rating:
5 - Outstanding *
4 - Very Good
3 - Satisfactory
2 - Less Than Satisfactory
1 - Poor *

EXHIBIT A - Sample QA Monitoring Reports

TRIP EVALUATION FORM

Monitor # _____

Vehicle # _____

Date: _____

Trip # 2

Yes No Can't Driver Report Plus
Plus Address: _____ (Zone _____)
Minus Address: _____ (Zone _____)
Reservation Time: _____ (AM PM) **Pick Up Time:** _____ (AM PM)
Pick Up Early/Wait Time (Min): _____

Requested Drop Off Time: _____ (AM PM) **Actual Drop Off:** _____ (AM PM)
Drop Off Early/Late Time (Min): _____

Yes No Shared Ride If Yes, was it an "Efficient" Shared Ride? Yes No*
Shared ride time: _____ **Non-shared ride time:** _____
Total Time On Vehicle: _____

Yes No* N/A Did Driver utilize tie downs properly and safely
 Yes No* N/A Did Driver utilize lift/ramp properly and safely
 Yes No* Did Driver assist or offer to assist PAX from the door to the vehicle
 Yes No* Did Driver assist or offer to assist PAX from the vehicle to the door
 Yes No* Did Driver assist or offer to assist PAX into the vehicle
 Yes No* Did Driver assist or offer to assist PAX out of the vehicle
 Yes No Did Driver wear seat belt
 Yes No Did PAX wear seat belt
 Yes No* Did driver assist PAX with seat belt (or ensure PAX's seatbelt was fastened)
How long to board: _____(min) **How long to de-board:** _____(min)
 Yes No* N/A Was driver sensitive to any special needs of PAX
 Yes No* Was driver courteous to PAX
 Yes No* Driver wearing ID Badge **Driver's Name:** _____
 Yes No* Was Driver's appearance professional
Fare Collected By Driver: \$ _____ / PASS **Correct Fare:** \$ _____
 Yes* No N/A Was trip free
 Yes* No Was trip interrupted

Comments: _____

Overall Trip Evaluation
 Experience Rating: _____
 5 - Outstanding * _____
 4 - Very Good _____
 3 - Satisfactory _____
 2 - Less Than Satisfactory _____
 1 - Poor *

* Requires explanation in Comments Section

**EXHIBIT A - Sample QA Monitoring Reports
VEHICLE EVALUATION FORM**

Monitor # _____
 Vehicle # _____
 Date: _____
 Trip # 2

- Yes No* Vehicle clean outside
- Yes No* Vehicle clean inside
- Yes No* Vehicle windows clean
- Yes No Seatbelts clean
- Yes No* Temperature appropriate
- Yes No* Pathways clear
- Yes No Tobacco odor present
- Yes* No Bad odor present (other than tobacco)
- Yes No Windshield has chips or cracks

If Yes, are they in Drivers view? Yes No

- Yes No Excessive brake noise

If Yes, is it a SQUEAKING or GRINDING noise, or NEITHER OF THESE?

- Yes No Brakes grab
- Yes No Rear view mirror clean
- Yes* No Mirror obstructed
- Yes No Vehicle rattle present

If Yes, coming from (circle all applicable) Lift Seat Overhead Walls Other*

If Yes, was it Constant or Intermittent

If Yes, was it Loud Moderate Minimal

- Yes* No Bumpy ride

If Yes, was bumpy ride caused by (circle 1) Driver Street Van Don't Know

Comments: _____

- Overall Vehicle Evaluation _____
- Experience Rating: _____
- 5 - Outstanding *
- 4 - Very Good
- 3 - Satisfactory
- 2 - Less Than Satisfactory
- 1 - Poor *

* Requires explanation in Comments Section

EXHIBIT A - Sample QA Monitoring Reports TRIP EVALUATION FORM

Monitor # _____
 Vehicle # _____
 Date: _____
 Trip # 3

Yes No Can't Driver Report Plus
Plus Address: _____ (Zone _____)
Minus Address: _____ (Zone _____)
Reservation Time: _____ (AM PM) **Pick Up Time:** _____ (AM PM)
Pick Up Early/Wait Time (Min): _____

Requested Drop Off Time: _____ (AM PM) **Actual Drop Off:** _____ (AM PM)
Drop Off Early/Late Time (Min): _____

Yes No Shared Ride If Yes, was it an "Efficient" Shared Ride? **Yes No***
Shared ride time: _____ **Non-shared ride time:** _____
Total Time On Vehicle: _____

- Yes No* N/A** Did Driver utilize tie downs properly and safely
- Yes No* N/A** Did Driver utilize lift/ramp properly and safely
- Yes No*** Did Driver assist or offer to assist PAX from the door to the vehicle
- Yes No*** Did Driver assist or offer to assist PAX from the vehicle to the door
- Yes No*** Did Driver assist or offer to assist PAX into the vehicle
- Yes No*** Did Driver assist or offer to assist PAX out of the vehicle
- Yes No** Did Driver wear seat belt
- Yes No** Did PAX wear seat belt
- Yes No*** Did driver assist PAX with seat belt (or ensure PAX's seatbelt was fastened)
How long to board: _____(min) **How long to de-board:** _____(min)
- Yes No* N/A** Was driver sensitive to any special needs of PAX
- Yes No*** Was driver courteous to PAX
- Yes No*** Driver wearing ID Badge **Driver's Name:** _____
- Yes No*** Was Driver's appearance professional
Fare Collected By Driver: \$ _____ / PASS **Correct Fare:** \$ _____
- Yes* No N/A** Was trip free
- Yes* No** Was trip interrupted

Comments: _____

Overall Trip Evaluation _____
 Experience Rating: _____
 5 - Outstanding * _____
 4 - Very Good _____
 3 - Satisfactory _____
 2 - Less Than Satisfactory _____
 1 - Poor * _____

* Requires explanation in Comments Section

EXHIBIT A - Sample QA Monitoring Reports VEHICLE EVALUATION FORM

Monitor # _____

Vehicle # _____

Date: _____

Trip # **3**

- Yes** **No*** Vehicle clean outside
- Yes** **No*** Vehicle clean inside
- Yes** **No*** Vehicle windows clean
- Yes** **No** Seatbelts clean
- Yes** **No*** Temperature appropriate
- Yes** **No*** Pathways clear
- Yes** **No** Tobacco odor present
- Yes*** **No** Bad odor present (other than tobacco)
- Yes** **No** Windshield has chips or cracks

If Yes, are they in Drivers view? Yes No

- Yes** **No** Excessive brake noise

If Yes, is it a SQUEAKING or GRINDING noise, or NEITHER OF THESE?

- Yes** **No** Brakes grab
- Yes** **No** Rear view mirror clean
- Yes*** **No** Mirror obstructed
- Yes** **No** Vehicle rattle present

If Yes, coming from (circle all applicable) Lift Seat Overhead Walls Other*

If Yes, was it Constant or Intermittent

If Yes, was it Loud Moderate Minimal

- Yes*** **No** Bumpy ride

If Yes, was bumpy ride caused by (circle 1) Driver Street Van Don't Know

Comments: _____

Overall Vehicle Evaluation
Experience Rating:

5 - Outstanding *

4 - Very Good

3 - Satisfactory

2 - Less Than Satisfactory

1 - Poor *

* Requires explanation in Comments Section

City of Phoenix Dial-a-Ride Service Area

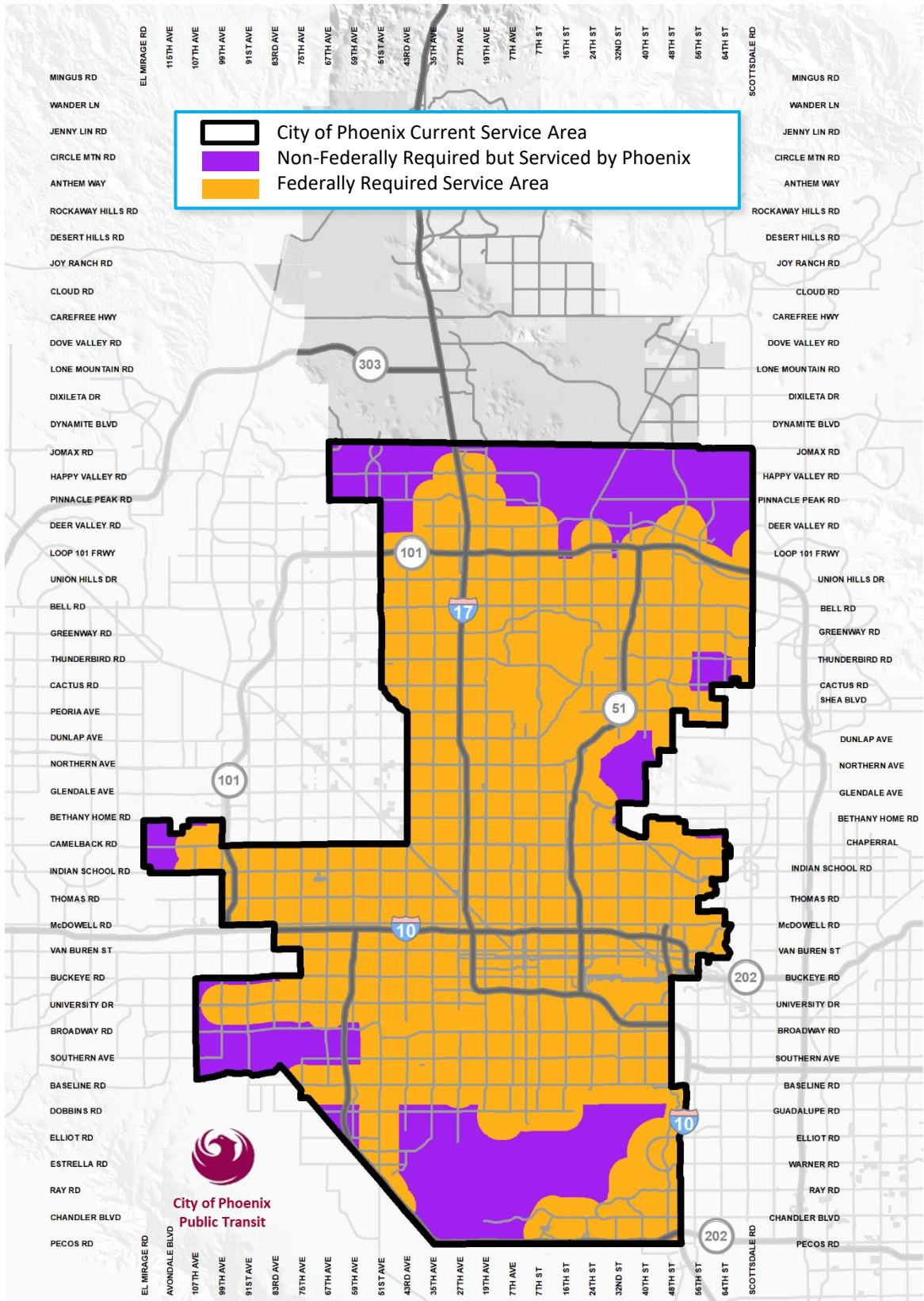


EXHIBIT C – PTD25-003

Phoenix Dial-a-Ride Quality Assurance Monitoring Program Services

PHOENIX DIAL-A-RIDE

Operating Days & Hours

Days	Hours
Mon – Sat	4:40 AM – 11PM
Sunday & Holidays	5:00 AM – 11PM

Annual Trips

FY 2021-2022	FY 2022-2023
274,300	282,817

Fleet Size and Type

# Vehicles	Type	Passenger Configuration
125	StarCraft	5 ambulatory 2 wheelchairs

PHOENIX DIAL-A-RIDE SERVICE STATISTICS & CHARACTERISTICS



**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**REQUEST FOR PROPOSALS
RFP PTD21-007**

PARATRANSIT SERVICES

155931--0

**Procurement Officer:
Enrique Rivera
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Phone: (602) 262-6948**

PTDprocurement@phoenix.gov

Issue Date: October 6, 2021



SECTION I – SOLICITATION INSTRUCTIONS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

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ATTACHMENTS:

Attachment A	Price Schedule – Paratransit Services
Attachment B	References
Attachment C	Form EO1 – Statement of Outreach Commitment
Attachment D	Form EO2 – Small Business Outreach Efforts
Attachment E	Form EO3 – Small Business Utilization Commitment

EXHIBITS:

Exhibit A	DAR Service Area 2021
Exhibit B	Phoenix Dial-a-Ride Standard Operating Procedures
Exhibit C	Technical Requirements 202102
Exhibit D	Inventory
Exhibit E	City of Phoenix Administrative Regulation 2.95
Exhibit F	2.2 Title VI Complaint Procedures
Exhibit G	Ordinance S-47872
Exhibit H	Core Elements Required for the Public Transit Agency Safety Plan
Exhibit I	City of Phoenix Section 13(c) and Side Letter
Exhibit J	CBA – ATU Local 1433 and MV-Phoenix Dial-A-Ride



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist offerors, but offerors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All of Section VII, Submittals, are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, and the offer opening date.
- Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.
- Completed Contractor Past Performance Reference Check form.

SUBMITTALS TO BE INCLUDED WITH OFFER

- Attachment A – Price Schedule.
- Attachment B – References.
- Attachment C – Form EO1.



**SECTION I – SOLICITATION
INSTRUCTIONS**

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

FTA Attachments

- 4a Debarment and Suspension Certification
- 4b Buy America Certification
- 4c Lobbying Certification
- 4d Certificate of Compliance with Bus Testing Requirement
- 4e Transit Vehicle Manufacturer Disadvantaged Business Enterprise Certification
- 4f Federal Motor Vehicle Safety Standards Certification
- 4g Tax Liability Certification

	SECTION I – SOLICITATION INSTRUCTIONS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003
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1.1. DESCRIPTION – STATEMENT OF NEED

The City of Phoenix Public Transit Department (CITY) invites sealed offers for providing Paratransit Services for a **five-year** period, commencing on or about July 1, 2022. The CITY may, at its sole option, extend the term of this Contract for an additional **two years** (“Option Term”).

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

1.2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> to respond to solicitations and access procurement information. The CITY may, at its sole discretion, reject any offer from an Offeror who has not registered.

1.3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE
Pre-Offer Conference	<p>October 19, 2021, 2021 at 10:00 AM MST (Phoenix local time)</p> <p>Conference to be conducted via WebEx by appointment only (RSVP Required by October 15, 2021, 5:00PM)</p> <p>Send email to PTDProcurement@phoenix.gov</p>
Written Inquiries Due Date	<p>October 26, 2021, at 2:00 PM MST (Phoenix local time)</p> <p>PTDProcurement@phoenix.gov</p>

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Offer Due Date and Submittal Location	<p style="text-align: center;">November 8, 2021, at 2:00 PM MST (Phoenix local time)</p> <p style="text-align: center;">By mail or in person to:</p> <p style="text-align: center;">City of Phoenix Public Transit Department 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003</p>
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The CITY reserves the right to change dates and/or locations as necessary.

1.4. PREPARATION OF OFFER

- 1.4.1. All forms provided in Section VII (Submittals) must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 1.4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The CITY is not responsible for Offeror’s errors or omissions.
- 1.4.3. All time periods stated as a number of days will be calendar days.
- 1.4.4. It is the responsibility of all offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 1.4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 1.4.4.2. Study and carefully correlate Offeror’s knowledge and observations with the RFP document and other related data.
 - 1.4.4.3. Promptly notify the CITY of all conflicts, errors, ambiguities, or discrepancies that an offeror has discovered in or between the RFP document and such other related documents.
 - 1.4.4.4. The CITY does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this

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solicitation. All materials and documents submitted in response to this solicitation become the property of the CITY and will not be returned.

- 1.4.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 1.4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer’s catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City’s use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 1.4.4.7. Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

1.4.5. Unless the solicitation specifically allows, alterations of electronic spreadsheet price proposals will be sufficient grounds for the CITY to consider your offer to be non-responsive.

1.5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov>. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer (Enrique Rivera – (602) 703-8882) or picking up a copy during regular business hours at the *City of Phoenix Public Transit Department, Procurement Office, 302 N. 1st Avenue, 8th Floor, Phoenix, AZ*. It is the Offeror’s responsibility to check the website, read the entire solicitation, and verify all required information is submitted with its offer.

1.6. EXCEPTIONS

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the CITY’s sole discretion. Offerors must conform to all the requirements specified in the solicitation. The CITY encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer.

1.7. INQUIRIES

All questions that arise relating to this solicitation shall be directed via email to the

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Procurement Officer and must be received by the due date indicated in the Schedule of Events. The CITY will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City staff or City Council from date of issuance of this solicitation until after City Council awards the contract. All questions concerning or issues related to this solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

1.8. ADDENDA

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the offer submittal.

1.9. BUSINESS IN ARIZONA

The CITY will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the CITY.

1.10. LICENSES

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

1.11. CERTIFICATION

By signature in the offer section of the Offer page (Section 6.5), Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

1.12. SUBMISSION OF OFFER

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing

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clock will be the City Department’s clock.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror’s Name
- Offeror’s Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

Such offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

1.13. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the offer electronically by email to **PTDProcurement@phoenix.gov**, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative’s signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

1.14. OFFER RESULTS

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror may be read. Offers and other information received in response to the solicitation will be shown only to authorized CITY personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the CITY has posted the award recommendation on the CITY’s website.

The City will post a preliminary offer tabulation on the City’s website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its offer, each Offeror agrees that this posting of the award recommendation to the City’s website effectively serves as the Offeror’s receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

1.15. PRE-AWARD QUALIFICATIONS

1.15.1. Offeror must have been in operation a minimum of **five years**, providing federally mandated paratransit services. The Offeror’s normal business activity during the past **five years** will have been providing the services as outlined in this solicitation.

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1.15.2. Upon notification of an award, the Offeror will have **seven calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

1.16. AWARD OF CONTRACT

1.16.1. Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

1.16.2. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

1.16.3. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s solicitation. Offers do not become contracts until they are executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

1.17. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The CITY reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the CITY. This disqualification is at the sole discretion of the CITY. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.

1.18. SOLICITATION TRANSPARENCY POLICY

1.18.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the CITY’s intent to reissue the same or similar solicitation.

1.18.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the CITY and discuss business that is unrelated to the solicitation with the CITY staff. Offerors may not discuss the solicitation with any CITY

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employees or evaluation panel members.

- 1.18.3. Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least **24 hours** prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 1.18.4. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 1.18.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the CITY for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 1.18.6. "To discuss" means any contact by the Offeror, regardless of whether the CITY responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the CITY's intent to reissue the same or a similar solicitation. The CITY interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the CITY cancels with a statement that the CITY will rebid the solicitation.

1.19. PROTEST PROCESS

- 1.19.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the CITY. If denied, the opening and award will proceed unless the CITY determines that it is in the CITY's best interests to set new deadlines, amend the solicitation, cancel, or re-bid.
- 1.19.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 1.19.3. Offeror may protest an adverse determination issued by the CITY regarding responsibility and responsiveness, within seven days of the date the Offeror was

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notified of the adverse determination.

1.19.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The CITY will post recommendations on the CITY’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the CITY’s full and final discretion.

1.19.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

1.19.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The CITY will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

1.20. PUBLIC RECORD

All Offers submitted in response to this solicitation will become the property of the CITY and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” Notice will be given as soon as practicable, and may include facsimile transmission, electronic mail and/or regular mail. Immediately upon notification, the document provider shall identify the documents that it desires to remain confidential. The document provider may then take such measures as it deems necessary, at the document provider’s sole cost and expense, to protect the documents

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against disclosure. If the document provider fails to obtain and provide to the CITY a court order prohibiting disclosure of the requested documents within **14 calendar days** after receiving notice of the request for disclosure, the CITY will deem the document provider to have consented to the disclosure, and the requested documents or information may be disclosed by the CITY.

1.21. LATE OFFERS

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

1.22. RIGHT TO DISQUALIFY

The CITY reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The CITY further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the CITY. This disqualification is at the sole discretion of the CITY. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the CITY or any court as to the exercise by the CITY of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the CITY. The CITY reserves the right to replace the disqualified Offeror.

1.23. CONTRACT AWARD

The CITY reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the CITY. The CITY reserves the right to multiple awards.

1.24. EVALUATION OF COMPETITIVE SEALED OFFERS

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

1.25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

1.25.1. Offers will be reviewed for documentation of any required minimum qualifications, completeness, and compliance with the Solicitation requirements. The CITY reserves sole discretion to determine responsiveness and responsibility.

1.25.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.



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- 1.25.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the CITY in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the CITY may determine the Offer to be nonresponsive.
- 1.25.4. Responsibility: To obtain true economy, the CITY must conduct solicitations to minimize the possibility of a subsequent default by CONTRACTOR, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, compliance with public policy, skill, capacity, experience, record of past performance, financial and technical resources, and facilities for conducting the work to be performed.
- 1.25.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible. The CITY's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), any information at the CITY's request and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the CITY deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the CITY as it deems necessary. A review of responsibility may occur up to contract award.
- 1.25.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

1.26. CLARIFICATIONS

The CITY may request written clarifications for such purposes as information gathering or eliminating minor informalities in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their offers.

1.27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE

The CITY will appoint an Evaluation Panel, which may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The CITY may also appoint a Technical Advisory Team to provide technical assistance to the Evaluation Panel. The Technical Advisory Team may consist of CITY staff, staff from other CITY departments or transit agencies, and other persons. The Technical Advisory Team will evaluate the technical portion of each offer for compliance with the RFP specifications. The Procurement Officer will chair the Evaluation Panel, serving in a non-voting capacity.

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During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

1.28. OFFERS NOT WITHIN THE COMPETITIVE RANGE

The CITY may notify Offerors of Offers that the CITY determined are not in the Competitive Range.

1.29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

1.29.1. The City will notify each Offeror whose Offer is in the Competitive Range and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product(s), abilities, and experience in the services and support functions being solicited.

1.29.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution(s) based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

1.29.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations, or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

1.29.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

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1.30. BEST AND FINAL OFFERS (BAFO)

- 1.30.1. BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the CITY’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 1.30.2. If an Offeror’s BAFO modifies its initial offer, the BAFO should include a “Change Log” identifying all modifications made to the Offer. The CITY will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The CITY will adjust appropriately, at its sole discretion, the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the CITY will then perform final scoring and prepare final rankings.
- 1.30.3. The Evaluation Panel will recommend the Offer that is the most advantageous to the City based on the evaluation criteria.
- 1.30.4. The CITY reserves the right to make an award to an Offeror whose Offer is the highest rated and most advantageous to the CITY based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

1.31. OFFER SUBMITTAL FORMAT

The written offer may not exceed **100 single-sided pages**, exclusive of the following items:

- a. Cover Letter
- b. Technical Proposal Exhibits (if any)
- c. Price Proposal
- d. Required Submittal Forms

Additionally, the written offer should be:

- 1.31.1. Typewritten for ease of evaluation
- 1.31.2. Signed by an authorized representative of the Offeror;
- 1.31.3. Submitted with contact information for the individual(s) authorized to negotiate with the City;
- 1.31.4. Submitted in a binder (or viable substitute), preferably using double-sided copying and at least 30% post-consumer content paper;
- 1.31.5. Each offer package submitted must contain the following **separately sealed portions**:
 - Technical Proposal package
 - Price Proposal package

See Section VII (“Submittals”) for further submittal instructions (submission of flash

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drives).

1.32. TECHNICAL PROPOSAL PACKAGE:

The package must be organized in a tabular format and divided by sections, in accordance with the outline below. If the Offeror fails to provide all data requested, the CITY may deem the Offer non-responsive. All required submittals shall be included in this section (see tab 4 below).

In the proposal, the Offeror shall reasonably demonstrate evidence that its human and physical resources are sufficient to meet the requirements of the Contract, as specified, and to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required.

Tab 1 –

Tab 1a – Technical Proposal (including all identified evaluation criteria)

Tab 1b – Certificates, Awards and Licenses

Tab 1c – Schedule

Tab 2 – Technical Exhibits & Attachments (as may be required)

Attachment B – References

1.33. PRICE PROPOSAL PACKAGE

Tab 1 – Pricing Documents

Attachment A – Price Schedule (including Overflow Service)

Tab 2 – Required Submittal Forms

Standard Forms (see Section VII)

Payment Terms (Section 7.2)

Addenda Certification (Section 7.3)

Contract Disclosure Form (Section 7.4)

Offer Form (Section 7.5)

Federal Forms (see Section IV)

Attachment C – Form EO1

Debarment and Suspension Certification Form (Form 4A)

Buy America Certification (Form 4B)

Lobbying Certification (Form 4C)

Certificate of Compliance with Bus Testing Requirement (Form 4D)

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Transit Vehicle Manufacturer Compliance with DBE Requirements (Form 4E)
 Federal Motor Vehicle Safety Standards (Form 4F)
 Tax Liability Certification (Form 4G)

1.34. OFFER EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror whose offer is determined in writing to be the most advantageous to the CITY based upon the evaluation criteria listed below.

The evaluation criteria are listed in the relative order of importance. The criteria are shown in the table in bold font; evaluation sub-factors are shown in bullet points beneath each criterion.

Evaluation Criteria (Max 1000 points)	Points
Evaluation Criteria #1 – <u>Qualifications, Experience & Past Performance</u> <i>(listed in order of importance)</i>	0-250 Pts
<p>Offeror's <u>corporate</u> experience, and its relevant past and present experience/performance on similar contracts for similar services.</p> <p><u>Sub-criteria #1</u> – Refer to references submitted under Attachment B. For those references listed provide the following:</p> <ul style="list-style-type: none"> • Describe in detail the services performed under those projects. • List any significant accomplishments during the term of these contracts. • Describe Offeror's experience and proficiency with transit operation technical systems (Trapeze scheduling software, Clever Devices CAD/AVL, or other similar scheduling and CAD/AVL systems). • List citations and/or fines, if any, imposed, for improper maintenance, operation of unsafe vehicles, or accidents caused by improper maintenance or other attributable fault. • Identify any adverse past performance issues (e.g., Cure Notice, Show Cause letter, etc.) and the remedies undertaken to correct them. <p><u>Sub-criteria #2</u> – State the annualized number of revenue miles between accidents (preventable and non-preventable) for systems operated by Offeror for the most recent available year (an accident is defined as any incident that results in injury to any person, including staff, or damage to any property, including third-party property).</p>	
Evaluation Criterion #2 – <u>Method of Approach</u>	0-200 Pts
<u>Sub-criteria #1</u> – Describe the Offeror's strategies for improving service	



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quality, productivity, and performance. Include tasks, resources, innovative methods, and proposed timelines for implementation.

Sub-criteria #2 – Provide a comprehensive, detailed plan of how all transition and start-up tasks will be completed before commencement of service on July 1, 2022. The Transition Plan must include:

- a guarantee of uninterrupted service, stating the method by which Offeror will achieve uninterrupted, reliable, safe, and courteous paratransit service immediately following the transition period, to being on July 1, 2022;
- the transfer of the Phoenix Dial-a-Ride paratransit service voice and TDD telephone numbers;
- an assumption of control of the existing revenue fleet, and the transition of eligible incumbent personnel to a new employer (where necessary);
- the recruitment and training schedules;
- the acquisition of necessary equipment, permits, and licenses;
- the lease or purchase of a required facility;
- the method for deploying the technology and technical infrastructure to support the operations;
- a technical training plan for the staff to adopt to the on-site technology and any technology provided by the CITY;
- a detailed chronology/calendar and explanation of all milestones listed; and
- all other necessary activities to implement successful and reliable service.

Sub-criteria #3 – Describe in detail Offeror’s operational approach to achieve continuous, reliable, safe, and courteous paratransit service throughout the contract term. Methods must, at a minimum, clearly define plans, programs, or processes that address:

- Communications: communications tactics among all levels of personnel and with CITY personnel.
- Customer Relations: handling of customer and resident complaints, commendations, and suggestions.
- Vehicle Maintenance: maintaining, cleaning/disinfecting, and fueling vehicles.
- Safety: compliance with regulations and standards pertaining to health and safety of customers, the public, and in the workplace; training and promotion of safety policies in the workplace; risk management and mitigation; and investigation and reporting of safety incidents.
- Road Supervision: supervision’s role in adhering to contract performance standards.



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- Technology: organizational technical needs, use, and support; and coordination with CITY staff for continuous understanding, monitoring, and optimization of CITY provided technology.
- Reporting and Control: service data, accounting, vehicle maintenance work-order and parts-inventory control systems used to meet CITY and regulatory reporting requirements.
- Innovation: Offeror’s proposed ideas for implementing solutions to utilize paratransit scheduling software; subcontracted service providers; and other solutions to reduce operating costs, minimize passengers’ time spent on-board, and maximize efficiencies in trip scheduling.

Sub-criteria #4 – Describe in detail the proposed facility, location, and elements and/or proposed modifications to meet the requirements specified in the Scope of Work. If the Offeror uses its proposed site(s) to support multiple clients, describe how the Offeror will segregate fuel utilization to ensure City of Phoenix-provided fuel is used only for the activities required in this scope of work.

Sub-criteria #5 – Describe in detail Offeror’s plan to provide overflow service as required in Section VI, Scope of Work. Include any innovative or technology advancements to be used in trip assignments and delivery of service.

Sub-criteria #6 – Describe experience in administering and negotiating collective bargaining agreements, including agreements under the 49 U.S.C. Sec. 5333(b), commonly known as 13(c), and its predecessor provisions.

Evaluation Criterion # 3 – Organizational Structure

0-150 Pts

Sub-criteria #1 – Describe the proposed Management Structure and the functional relationships, lines of authority, and responsibility of key personnel. Include:

- résumés for each of the Key Personnel (see Section VI for details), setting forth each person’s qualifications for their position. (Also identify other key support personnel, describing the role each will provide. Include résumés for each, setting forth the person’s qualifications for their position.)
- an organizational chart that identifies responsibilities and workload of each organizational element.

Sub-criteria #2 – Describe the training and retraining program for employees assigned to this project, including new hires, transfers, and any employees transitioned from the incumbent service provider. Include the number of hours of training, by subject, in each job category.




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<p><u>Sub-criteria #3</u> – Provide Offeror’s staffing plan, including the number and identification (by title, position, or job classification) of budgeted personnel proposed annually to fulfill service requirements. The Staffing Plan must also include:</p> <ul style="list-style-type: none"> • Employee recruitment and retention strategies that describe hiring strategies, turnover rate, retention strategies and other assumptions to meet proposed staffing levels throughout the contract term. These include plans to partner with local Human Resource Departments/Organizations to understand and address local labor market challenges that may affect the ability to recruit and retain employees to maintain proposed staff levels; • Description of any additional training, development, or incentive programs to promote employee development or retention, identifying types and/or levels of each and employee eligibility for any proposed training, development, or incentive; and • Description of the Offeror’s strategies to comply with federal, state, or local employment regulations. 	
<p>Evaluation Criterion # 4 – <u>Price</u></p>	<p>0-400 Pts</p>
<p>Offerors shall provide firm, fixed pricing for the seven-year term of the Contract within Attachment A.</p>	

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2.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must:	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
Should:	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the CITY may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
May:	Indicates something that is not mandatory but permissible.
For purposes of this solicitation, the following definitions shall apply:	
"ADA"	Americans with Disabilities Act Amendments Act of 1990
"A.R."	City of Phoenix Administrative Regulation
"A.R.S."	Arizona Revised Statute
"Buyer or Procurement Officer"	City of Phoenix staff person responsible for the solicitation. The CITY employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for ensuring compliance with the terms of the Contract.
"CITY"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a Contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Days"	Means calendar days unless otherwise specified.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency.
"Offer"	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
"Offeror"	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
"Phoenix Public Transit Department"	A department within the City of Phoenix that owns and

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	operates transit service for the City; the largest member of the regional transit system (Valley Metro).
"Public Transit Director"	The person who has the capacity to execute the Contract for the CITY and has complete and final authority except as limited herein.
"Solicitation"	Means this Request for Proposal (RFP).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor or Seller"	A seller of goods or services.
"Working Days"	Normal business days of City offices, unless otherwise specifically noted.

2.2. CONTRACT INTERPRETATION

2.2.1. APPLICABLE LAW

This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.


2.2.2. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the CITY and as they may be amended, the following will prevail in the order set forth below:

- 2.2.2.1. Special terms and conditions
- 2.2.2.2. Standard terms and conditions
- 2.2.2.3. Amendments
- 2.2.2.4. Statement or scope of work
- 2.2.2.5. Specifications
- 2.2.2.6. Attachments
- 2.2.2.7. Exhibits
- 2.2.2.8. Instructions to Contractors
- 2.2.2.9. Other documents referenced or included in the Solicitation

2.2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER

The Agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be CITY's employees and that no rights of CITY civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the CITY harmless with respect thereto.

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2.2.4. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

2.2.5. NON-WAIVER OF LIABILITY

The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.2.6. PAROL EVIDENCE

This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

2.3. CONTRACT ADMINISTRATION AND OPERATION

2.3.1. RECORDS

All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the CITY for **five years** after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the CITY. Confidentiality will be maintained, and CITY will not violate any proprietary or other confidentiality agreements Contractor has in place.

2.3.2. DISCRIMINATION PROHIBITED

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion,



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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 supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

2.3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

In order to do business with the CITY, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor, in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases

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of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

2.3.3.1. Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

2.3.3.2. Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

2.3.4. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

2.3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2.3.4.2. A breach of a warranty under paragraph 2.3.4.1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

2.3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 2.3.4.1.

2.3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Contractor’s products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the CITY.

At the request of CITY representatives, the Contractor shall provide the CITY:

2.3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

2.3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.



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The CITY will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The CITY will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The CITY further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

2.3.6. COMPLIANCE WITH LAWS

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the CITY. Contractor agrees to permit CITY inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the contractor will be acting as an independent contractor, the CITY assumes no responsibility for the Contractor's acts.

2.3.7. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a CITY-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the CITY will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

2.3.8. CONTINUATION DURING DISPUTES

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

2.3.9. EMERGENCY PURCHASES

The CITY reserves the right to purchase from other sources those items that are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

2.4. COSTS AND PAYMENTS

2.4.1. GENERAL

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or



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services within **30 to 45 calendar days** after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

2.4.2. PAYMENT DEDUCTION OFFSET PROVISION

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the CITY. Contractor agrees that any obligation it owes to the CITY will be offset against any payment due to the Contractor from the CITY.

2.4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR

The CITY will not honor any invoices or claims that are tendered **one year** after the last item of the account accrued.

2.4.4. DISCOUNTS

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

2.4.5. NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

2.4.6. FUND APPROPRIATION CONTINGENCY


The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the CITY herein recognize that the continuation of any contract after the close of any given fiscal year of the CITY, which ends on **June 30th** of each year, will be subject to the approval of the budget of the CITY providing for or covering such contract item as an expenditure therein. The CITY does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

2.4.7. MAXIMUM PRICES

The CITY will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the CITY of such price reductions.

2.4.8. F.O.B. POINT

All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

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2.5. CONTRACT CHANGES

2.5.1. CONTRACT AMENDMENTS

Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

2.5.2. ASSIGNMENT – DELEGATION

No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

2.5.3. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

2.6. RISK OF LOSS AND LIABILITY

2.6.1. TITLE AND RISK OF LOSS

The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

2.6.2. ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

2.6.3. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.



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If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

2.6.4. LOSS OF MATERIALS

The CITY does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until Contract expiration. Any such loss, injury or destruction will not release Contractor from any obligations under the Contract.

2.6.5. CONTRACT PERFORMANCE

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have **30 calendar days** from that time to correct any specific instances of unsatisfactory performance unless a different amount of time is specified in the contract. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

2.6.6. DAMAGE TO CITY PROPERTY


Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

2.7. CITY'S CONTRACTUAL RIGHTS

2.7.1. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a

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written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within **five business days**, the demanding party may treat this failure as an anticipatory repudiation of this contract.

2.7.2. NON-EXCLUSIVE REMEDIES

The rights and remedies of the City under this Contract are non-exclusive.

2.7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.

2.7.4. ON TIME DELIVERY

Because the City is providing services that involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

2.7.5. DEFAULT

In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

2.7.6. COVENANT AGAINST CONTINGENT FEES


Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the CITY will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

2.7.7. COST JUSTIFICATION

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

2.7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

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2.8. CONTRACT TERMINATION

2.8.1. GRATUITIES


The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

2.8.2. CONDITIONS AND CAUSES FOR TERMINATION

2.8.2.1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving **30-day** written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2.8.2.2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City

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a positive indication that Contractor will not or cannot perform to the requirements of the contract.

2.8.3. CONTRACT CANCELLATION

All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

2.9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES


In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the CITY shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror to determine any applicable taxes. The CITY will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the CITY provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#) Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the CITY finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the CITY for that amount, and by contracting with the CITY agrees to remit any overpayments back to the CITY for miscalculations on taxes included in an Offer price.

2.10. TAX INDEMNIFICATION

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, hold the CITY harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation, and require the same of all subcontractors.

2.11. TAX RESPONSIBILITY QUALIFICATION

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor’s qualifications for and compliance with contract for duration of the term of contract.

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2.12. NO ISRAEL BOYCOTT

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

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3.1. TERM OF CONTRACT

The initial term of this Contract shall be **five years**. The Contract is anticipated to commence on or about July 1, 2022. The CITY may, at its sole option, extend the term of this Contract for an additional **two years** (“Option Term”).

3.2. PAYMENT

The CITY shall pay, and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor, equipment and material required, overhead, expenses, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

3.2.1. Payment Schedule

All payments shall be made as provided herein, less any amounts for liquidated damages in accordance with Section VI, Subsection 34. Performance Standards and Liquidated Damages.

3.2.2. Performance Surety

The Contractor shall provide a **Performance Surety in the amount of \$500,000** immediately upon receiving notice of contract award. The CITY will not give a notice to proceed in any form until the performance surety is received by the CITY. The performance surety must be in the form of a bond, cashier’s check, certified check or money order. Personal or company checks are not acceptable unless certified. If performance surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the CITY at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

In the case that a surety becomes insolvent, its license is revoked or suspended, or in the case of a surety approved on the basis that it is listed as an approved federal surety and such federal approval is revoked or suspended, the Contractor, within **five business days** after notice by the CITY, shall substitute other and sufficient surety or sureties. If the Contractor fails to do so, such failure shall be an event of default.

3.2.3. Agency-Furnished Property

In the event that equipment or other goods or materials are specified in the Technical Specifications to be furnished by the CITY to the Contractor for incorporation in the Work, the following provisions shall apply:

The CITY shall furnish the equipment, goods or materials in a timely manner so as not to delay Contract performance. If CITY-furnished property is received in a condition not suitable for the intended use, then the Contractor shall promptly notify the CITY, detailing the facts, and at the CITY’s expense repair, modify, return or take such other action as directed by the CITY. The parties may conduct a joint inspection of the property before the Contractor takes

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possession to document its condition.

The CITY retains title to all CITY-furnished property. Upon receipt of the CITY-furnished property, the Contractor assumes the charge and care of the property and bears the risk of loss or damage due to action of the elements or from any other cause. The Contractor shall provide appropriate protection for all such property during the performance of services. Should any CITY-furnished equipment or materials be damaged, such property shall be repaired or replaced at the Contractor’s expense to the satisfaction of the CITY. Should the Contractor not repair or replace such damaged items, the CITY shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Contractor. Warranty administration for CITY-furnished equipment are the responsibility of the Contractor.

3.3. SUPPLIER PROFILE CHANGES

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

3.4. ADDITION OR DELETION OF SERVICES

The CITY reserves the right to add and/or delete services under the Contract. If service levels increase or decrease, the cost will be adjusted in accordance with the contract price.

All contract changes may be incorporated into written and signed amendments to the Contract at the sole discretion of the CITY. If applicable, each amendment will state any increase or decrease in the amount of the compensation due to Contractor for the change in service. Oral changes to the Contract are not authorized, but the CITY may provide changes by written notification to Contractor.

3.5. SUSPENSIONS OF WORK

The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

3.6. HOURS OF WORK

All work under this contract shall be coordinated with the Public Transit Project Manager. Any changes to the established schedule must have prior written approval by the Public Transit Project Manager.

3.7. POST-AWARD CONFERENCE

Contractor shall attend a post-award conference to be held by the assigned Procurement Officer prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

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3.8. PERFORMANCE INTERFERENCE

Contractor shall notify the Procurement Officer immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within **24 hours**.

3.9. ADVERTISING

Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Public Transit Director, and the City will not unreasonably withhold permission.

3.10. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables that may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

3.11. STRICT PERFORMANCE

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

3.12. LICENSES AND PERMITS

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

3.13. PROCUREMENT REPORTS

Contractor shall submit procurement reports upon request in an electronic format acceptable to the City during the term of this contract, commencing one month after start period.

3.14. COMMUNICATION IN ENGLISH

It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

3.15. CONTRACTOR ASSIGNMENTS

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at

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other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

3.16. BACKGROUND SCREENING:

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety, and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

3.16.1. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. The current risk level and background screening required for this contract is **MAXIMUM RISK**. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

3.16.2. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

3.16.3. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

3.16.4. Continuing Duty; Audit: Contractor’s obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.

3.16.5. Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any City facilities without an

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escort, City badging is required. Contractor’s default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker’s badge or key upon termination of Contract Worker’s employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation, or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge, and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within **three business days** (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor’s failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City’s actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

3.16.6. Employee Identification and Access: Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City’s authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

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- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor’s responsibility to provide updates and changes of personnel as necessary.

3.16.7. Key Access Procedures: If the Contractor Worker’s services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

3.16.8. Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City’s appropriate badging office. If the badge/key was stolen, Contract Worker’s must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

3.16.9. Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within **one business day** (excluding weekends and City holidays) of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contractor Worker’s services are no longer required at a City facility(s); or upon termination, cancellation, or expiration of this agreement.

3.16.10. Badge Fees: The following constitute the badge fees under this agreement. The City reserves the right to amend these fees upon a **30-day** prior written notice to Contractor.

Replacement Badge Fee:	\$55.00 per badge
Lost/Stolen Badge Fee:	\$55.00 per badge

3.17. BACKGROUND SCREENING – MAXIMUM RISK

3.17.1. The current risk level and background screening required is **MAXIMUM RISK**.

3.17.2. Maximum Risk Level: A maximum risk background screening will be performed **every five years** when the Contract Worker’s work assignment will:

- work directly with vulnerable adults or children (under age 18); or
- any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- unescorted access to:
 - City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or



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- direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

3.17.3. Requirements: The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding **seven years** from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

3.17.4. Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- submitting pass/fail results to the City for approval; and,
- reviewing the results of the background check every **five years**, dependent on scope; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the

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maximum risk background screening, and verified legal worker status, as required.

- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.

3.18. CONFIDENTIALITY AND DATA SECURITY

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement.

Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

3.19. CONTRACT REVIEWS

The CITY will conduct monthly contract oversight and compliance reviews and meetings or as often as it deems prudent. The review with Contractor is to discuss any previous and upcoming issues. Contractor will be notified of the exact time and place of each meeting.

3.20. CLEANING

Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The work area shall be cleaned at the end of each workday.

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The CITY is not responsible for theft or damage to Contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.

3.21. DAMAGE TO CITY PROPERTY

Contractor shall perform all work so that no damage to the CITY vehicles, building, or grounds results. Contractor shall repair any damage caused to the CITY’s satisfaction at no cost to the CITY.

Contractor shall exercise care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the CITY at Contractor’s expense.

3.22. TRANSITION COOPERATION AGREEMENT

Contractor recognizes that the services under the Contract are vital to the City and must be continued without interruption. Upon expiration, termination, or other conclusion of the Contract and of Contractor’s rights and duties under it, the parties anticipate that a successor provider may be selected by the City to perform the same or similar work. The successor provider may be Contractor or some other individual, firm or entity.

If the successor provider is an individual, firm or entity (other than Contractor) then Contractor shall cooperate fully with the successor provider to affect a smooth and seamless transition. This cooperation must include the following.

- 3.22.1 Contractor shall share and permit copying of all books and records necessary or convenient for the successor provider to undertake its work. These records include maintenance records, inventory records, supplier contracts, and support agreements.
- 3.22.2 If original records are necessary for the successor provider to properly perform its legal obligations, Contractor shall provide the originals to the successor, and Contractor shall keep copies of them.
- 3.22.3 Contractor shall share and permit copying of all pertinent personnel records.
- 3.22.4 Contractor shall execute documents necessary to effectuate a transfer of all contracts, goods, services and utilities.
- 3.22.5 Contractor shall not sell, transfer, convey or encumber any CITY assets or any of the assets to be transferred to the successor provider.
- 3.22.6 Contractor shall maintain all inventory levels necessary for the successor provider to continue to perform the work.
- 3.22.7 As the CITY may direct, Contractor shall surrender to the successor provider or to the CITY all CITY-owned real, personal and/or intellectual property.
- 3.22.8 Contractor shall inventory all property (real, personal or mixed) purchased or leased with CITY funds and all property in which the CITY has an ownership or possessory interest. Contractor shall include a description of the property and its location in sufficient detail to permit easy identification.
- 3.22.9 If transferred employees are required to undergo training, Contractor shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

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Until the date that the successor provider assumes its contractual duties, Contractor shall fully and conscientiously perform its obligations under the Contract in a professional and workman-like manner.

3.23 CONTRACTED SERVICE PERSONNEL

This RFP is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement, partnership between the CITY and Contractor or other relationship, nor does the Contract establish a formal business organization of any kind, and the parties' rights and obligations shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by Contractor in the performance of Contractor's obligations under the Contract are CITY employees, and no rights of CITY civil service, retirement or personnel rules apply or accrue to such persons. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto for its employees, and Contractor shall defend, indemnify, save and hold the CITY harmless with respect thereto.

Contractor shall be solely responsible for the satisfactory work performance of all its employees as described in this RFP or in any reasonable performance standard established by the CITY. Contractor shall be solely responsible for payment of all its employees' and/or subcontractors' wages and benefits.

In addition, Contractor shall be responsible for identifying and arranging restroom and break facilities for use by vehicle operators while in the provision of service.

3.24 CONTRACT CLOSEOUT

At the end of the Contract, the CITY shall review the Contract to ensure all required deliverables have been met. This includes, but is not limited to, an audit of Contractor's financial and operational records and an inspection of all City equipment provided to Contractor. Any outstanding issues must be resolved within **30 calendar days** of Contract completion, at which time a Notice of Contract Closure must be sent by the City to finalize the Contract closure between the parties. Contractor shall keep all Contract-related records for a minimum of **five years** after Contract completion, expiration or termination. Upon **24-hour** notice, Contractor shall make available all records to the City or its agents for audit during normal business hours. In the event of litigation or claims related to the Contract, Contractor shall maintain all records until the litigation or claim is concluded or **five years** after the end of the Contract, whichever last occurs.

FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Contractor shall comply with the following FTA requirements.

4.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for

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construction contracts over \$2,000).

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this 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 AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

4.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

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 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

The Contractor agrees to include the above two paragraphs 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.

4.3 ACCESS TO RECORDS AND REPORTS

A. Record Retention

The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements,

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

B. Retention Period

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

C. Access to Records

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

D. Access to the Sites of Performance

The Contractor agrees to permit FTA and its contractors access to the sites of performance under this Contract as reasonably may be required.

4.4 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 FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor’s failure to so comply shall constitute a material breach of the Contract.

4.5 CIVIL RIGHTS LAWS AND REGULATIONS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination

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

B. Race, Color, Religion, National Origin, Sex



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

C. Age

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

D. Disabilities

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

4.6 INCORPORATION OF FTA TERMS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (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, and 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 the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the

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AGENCY to be in violation of the FTA terms and conditions.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

4.7 FREE SPEECH AND RELIGIOUS LIBERTY

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

4.8 FEDERAL TERMINATION RIGHTS

The termination rights under this Agreement are in addition to, and in no way limit, the Federal Government’s right to terminate as described in 2 CFR § 200.340.

4.9 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This requirement does not apply to contracts and subcontracts under \$25,000.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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4.10 TERMINATION

Subrecipients must include provisions in their contracts and subcontracts that allows for termination for cause and for convenience by the subrecipient, including the manner by which it will be effected and the basis for settlement. See Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

4.11 VIOLATION AND BREACH OF CONTRACT

These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

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

Performance During Disputes: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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 AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this 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 upon in writing.

4.12 LOBBYING RESTRICTIONS *(Include certification form)*

These requirements do not apply to contracts and subcontracts under \$100,000.

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

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tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

4.13 CARGO PREFERENCE REQUIREMENTS

These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

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

4.14 FLY AMERICA

These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.

Fly America Requirements

- A. *Definitions.* As used in this clause--
 "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

 (End of statement)

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

4.15 EMPLOYEE PROTECTIONS

Prevailing Wage and Anti-Kickback

These requirements apply to all prime construction, alteration, or repair contracts in excess of \$2,000.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or

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Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

These requirements apply to all contracts involving construction in excess of \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause 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 this clause.

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

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

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These requirements apply to all contracts (not involving construction) in excess of \$100,000 that involve the employment of mechanics or laborers.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

4.16 SEISMIC SAFETY

These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

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 (DOT) 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.

4.17 VETERANS EMPLOYMENT

These requirements apply only to capital projects (see 49 USC Section 5302, Subsection 3).

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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4.18 BONDING

These requirements are applicable to all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000). See FTA Circular C 4220.1F for specific bonding requirements.

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

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

4.19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.

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

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

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instances, any special arrangements required by FTA will be incorporated herein as required.

4.20 CHARTER SERVICE

These requirements apply to contracts for operating public transportation service.

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, “Charter Service,” 49 CFR part 604;
- Any other federal Charter Service regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- Any other appropriate remedy that may apply.

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

4.21 SCHOOL BUS OPERATIONS

These requirements apply to contracts for operating public transportation service.

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

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, “School Bus Operations,” 49 CFR part 605;
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

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

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When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

4.22 SAFE OPERATIONS OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

4.23 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Definitions.

As used in this clause:

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

Executive Order

This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

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Contractor is encouraged to:

- A. Adopt and enforce policies that ban text messaging while driving:
 - 1. Company-owned or rented vehicles or Government-owned vehicles; or
 - 2. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- B. Conduct initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
 - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Subcontracts

Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

4.24 SUBSTANCE ABUSE REQUIREMENTS

These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."

Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its 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 Arizona, or the City of Phoenix, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Contractor agrees further to certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1st Avenue, Phoenix, AZ 85003. 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.

4.25 BUY AMERICA (Include certification form)

These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that



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Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11.

Contractor must submit to AGENCY the appropriate Buy America certification below with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

4.26 ROLLING STOCK LIMITATIONS

These requirements apply to contracts for the purchase of rolling stock.

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

4.27 BUS TESTING

These requirements apply to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased.

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

4.28 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

These requirements apply to contracts for the purchase of revenue service rolling stock.

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

4.29 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

These requirements do not apply to contracts and subcontracts under \$150,000.

The Contractor agrees:

- A. It will not use any violating facilities;
- B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

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- C. It will report violations of use of prohibited facilities to FTA; and
- D. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

4.30 ENERGY CONSERVATION

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4.31 RECYCLED PRODUCTS

These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.

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

4.32 PATENT RIGHTS AND RIGHTS IN DATA

These requirements apply to contracts for the performance of experimental, developmental, or research work.

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA 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. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related

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information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- A. 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 below. 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 the Contract, whether or not a copyright has been obtained; and
 - 2. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

- B. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract 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 the 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 this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- C. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees 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 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. 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.

- D. 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.

- E. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

- F. 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.

4.33 COMPLIANCE WITH NATIONAL ITS ARCHITECTURE POLICY

These requirements apply only to contracts for National Intelligent Transportation System

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projects.

Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

4.34 NATIONAL TRANSIT DATABASE (NTD) REPORTING

As a condition of benefitting from federal assistance for public transportation operations, contractor and its subcontractors must:

- A. Facilitate compliance with 49 U.S.C. § 5334(a), which authorizes the National Transit Database (NTD);
- B. Conform to the NTD reporting system and the Uniform System of Accounts and Records;
- C. Comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630;
- D. Report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630;
- E. Comply with any other applicable reporting regulation and requirements; and
- F. Follow FTA guidance.

4.35 TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract.

Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Agreement for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY.

4.36 CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) ORDER ON REQUIREMENTS FOR PERSONS TO WEAR MASKS WHILE ON CONVEYANCES AND AT TRANSPORTATION HUBS

The Contractor agrees that it will comply, and will require all subcontractors to comply, with the CDC Mask Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”).

The Contractor agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:

- A. Enforcement actions authorized by 49 U.S.C. § 5329(g);

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- B. Referring the Recipient to the CDC or other Federal authority for enforcement action;
- C. Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
- D. Any other enforcement action authorized by federal law or regulation.

**4.37 DISADVANTAGED BUSINESS ENTERPRISE (DBE)
DBE – Negotiated Contract Clause
Race & Gender-Neutral**

Phoenix is one of the fastest growing, multicultural cities in the country and has shown a historical commitment to business diversity. The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Phoenix DBE Program is managed and administered by the City’s Equal Opportunity Department, Contract Compliance Division. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

Agency means the City of Phoenix for purposes of this Contract.

Arizona Unified Certification Program (AZUCP) means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://utracs.azdot.gov>. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

Business to Government Now (B2G) means the web based certification and compliance system used to track and monitor DBE and Small Business Participation. The B2G system can be accessed at: <https://phoenix.diversitycompliance.com>

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

DBE Compliance Specialist means an Agency employee responsible for compliance with this DBE Contract Clause.

EOD means the City of Phoenix Equal Opportunity Department.

Joint Venture (JV) means an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. The JV is limited in scope and duration to this Contract. The resources, asset, and labor of the participants must be combined in an effort to accrue profit.



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Outreach Efforts means the diligent and good faith efforts demonstrated by a Submitter to solicit participation from interested and qualified DBEs and other Small Businesses. Submitter shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with DBEs and Small Businesses, and communicate and record Submitter’s selection decisions relating to DBE and Small Business participants.

Disadvantaged Business Enterprise (DBE) means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

Commercially Useful Function means that a DBE is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.

Goods and Services Providers are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

Manufacturer means a firm that owns, operates or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the recipient, successful submitter, or Transit Vehicle Manufacturer.

Regular dealer/broker is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or released to the public in the usual course of business.

Supplier means a firm that engages in, as its principal business, the purchase and sale of material or supplies required for the performance of a contract. The firm must own, operate, and maintain a store, warehouse or other establishment where the supplies are bought, kept in stock, and regularly sold to the public in the usual course of business.

Small Business Concern (SBC) means, with respect to firms seeking to participate in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). “Small Business” and “Small Business Concern” are used interchangeably in this DBE Contract Clause.

Small Business Enterprise (SBE) means a small business that has been determined to meet the requirements for SBE certification with the City of Phoenix and whose certification is in force at the time of the award of business by the City. A directory of currently certified SBE firms is located at: <https://phoenix.diversitycompliance.com> .

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Race- and Gender-Neutral (RGN) Measures means a measure or program that is, or can be used to assist all Small Businesses.

Subcontract means a contract at any tier below the prime contract, including a purchase order.

Subcontractor means an individual, partnership, JV, corporation, or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

Submitter means an individual, partnership, JV, contractor, corporation or firm that tenders a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative. (Submitter is inclusive of the terms: *Bidder, Offeror, Proposer, Respondent, etc.*)

Responsive Submitter means a firm that has met the minimum program requirements as outlined in the solicitation and due at the time of submittal.

Successful Submitter means a firm that has been recommended for award of the contract by the Agency to perform services or furnish supplies requested by a solicitation or procurement.

Responsible Submitter means a firm that has been selected to continue in the procurement process by the Agency.

Transit Vehicle Manufacturers (TVMs) means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to: buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes

(e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

Transit Vehicle Manufacturers Goals for FTA recipients each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26.49.

SECTION II. GENERAL REQUIREMENTS

A. Applicable Federal Regulations

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.

B. DBE Participation

For this solicitation, the Agency has *not* established a race- or gender-conscious DBE

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participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-*neutral* measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.

C. Small Business Participation

The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).

D. DBE Certification

Only firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency’s tracking and reporting obligations to USDOT.

E. Civil Rights Assurances

As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance *verbatim*:

“The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate.”

Note: For purposes of the required Contract and Subcontract language above, Successful Submitter is the “contractor” recommended for award of the contract.

SECTION III. OFFER-AWARD SUBMITTAL REQUIREMENTS

Documentation due with initial offer.

A. Form EO1 – Statement of Outreach Commitment

Each Submitter shall sign, date and submit a completed **Form EO1 - Statement of Outreach Commitment**, with its initial offer.

B. Failure to Submit Form EO1

Offers that do not have this form completed and signed will be deemed nonresponsive. A nonresponsive submittal will be disqualified from further evaluation.

SECTION IV. POST-AWARD RECOMMENDATION SUBMITTAL REQUIREMENTS



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The Agency has implemented outreach requirements for this Contract. Specifically, the Successful Submitter shall: (1) identify small-business-participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection decisions to small businesses, including each rejection of a small-business proposal.

Following the notice of award recommendation of the contract and prior to contract award, as a matter of compliance, the documentation of outreach efforts **must be submitted and approved as indicated below**:

A. Form EO2 - Small Business Outreach Efforts

The Successful Submitter shall complete and submit **Form EO2 - Small Business Outreach Efforts**, **within 3 days following notice of award recommendation**, documenting its diligent, earnest outreach efforts as described in this clause.

Successful Submitter shall list **All DBEs and Small Businesses** contacted by the Successful Submitter. Successful Submitter shall also provide the following minimum information to document its Outreach Efforts in the designated columns within Form EO2:

1. Column A - Small Business Name and Contact Information

Must list each business's full legal name and contact information. Successful Submitter shall inquire to obtain the following: the number of its employees, number of years in business and its estimated range of annual gross receipts.

2. Column B - Business Status

Indicate the business status. Check all that apply, if known.

- The AZUCP directory of certified DBE and SBC firms can be accessed at: <https://utracs.azdot.gov>
- The City of Phoenix directory of certified SBE firms can be accessed at: <https://phoenix.diversitycompliance.com>

3. Column C - Scope(s) of Work Solicited

List the scope(s) of work solicited for which the small business was considered for participation in the proposal. The solicitation shall include a description of the scope(s) of work being requested.

4. Column D - Solicitation Method

Indicate the solicitation method by which each small business was contacted for your outreach efforts, and provide supporting documentation. Supporting documentation must include a copy of the actual solicitation sent to DBEs and Small Businesses. The solicitation may be in the form

of letters or attachments to email, phone logs, newspapers and trade papers, outreach events, etc. If using a log as supporting documentation, it must include:

- List the Solicitation Method
- Name of Submitter's Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

5. Column E - Selection Decision

Indicate the Successful Submitters selection decision for each small business that responded to the solicitation.

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*If selected, indicate the Guaranteed Minimum Dollar Value.
If not selected, provide an explanation of why firm was NOT selected.*

6. Column F - Method of Communication of Final Selection Outcome

The Successful Submitter must notify the final selection outcome to all small businesses that responded. The supporting documentation for this notification may be in the form of a letter, email, or a telephone log, etc. This documentation must show the following information regarding the final selection:

- List the Selection Outcome
- Name of Submitter’s Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

*Successful Submitter shall provide supporting documentation that shows Submitter has communicated its final selection decisions and outcomes to all DBE’s and Small Businesses, including those not chosen to participate on this Contract.

B. Form EO3 -Small Business Utilization Commitment

The Successful Submitter shall complete, sign, date and submit Form EO3 - Small Business Utilization Commitment, **within 3 days following notice of award recommendation**, which commits Successful Submitter to the Agency as follows:

1. The firms indicated as “Selected” on Form EO2 - Small Business Outreach Efforts, will participate in this Contract;
2. The Successful Submitter will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the DBE contract clause;
3. Successful Submitter understands and agrees that any and all changes or substitutions to subcontracts with DBE’s and Small Businesses must be authorized by the Compliance Specialist for the Contract Owner prior to implementation; and
4. The following statement is true and correct: The proposed total participation of DBE, SBC and SBE firms on this contract will be designated on Form EO3 by the Successful Submitter.

C. Failure to Meet Outreach Requirements

The DBE Compliance Specialist will determine, in writing, whether Successful Submitter has satisfied all small business outreach requirements. If the DBE Compliance Specialist determines that Successful Submitter has failed to satisfy the outreach requirements, then the DBE Compliance Specialist may determine that the submittal is noncompliant. The Agency shall send written notice to the Successful Submitter stating the basis for the DBE Compliance Specialist’s decision. Failure to fulfill the small business outreach requirements is considered a breach of contract and shall result in a non-compliance determination, leading to a determination of non-responsibility with respect to the Offeror.

D. Administrative Reconsideration

If the DBE Compliance Specialist determines that Successful Submitter is non-responsive, the Agency will permit Successful Submitter to request EOD to reconsider this determination. In its request for reconsideration, Successful Submitter may *clarify* its DBE documentation. The Successful Submitter may *not* submit or refer to new or revised documents or information. EOD will only reconsider the original DBE documentation as clarified in the request for reconsideration.

If Successful Submitter requests EOD to reconsider the Compliance Specialist’s determination,

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Successful Submitter must provide written notice to the Agency and EOD within three (3) business days of the Agency’s notice of noncompliance to Successful Submitter. The request for reconsideration should be addressed to:

City of Phoenix Equal Opportunity Department
Business Relations Division-Contract Compliance Section
200 West Washington Street, 15th Floor
Phoenix, AZ 85003

With a *copy* e-mailed to the Procurement Officer and the DBE Compliance Specialist.

SECTION V. POST-AWARD COMPLIANCE REQUIREMENTS

A. Subcontracting Commitment

The small business subcontractors identified and accepted in the Small Business Outreach documents must have an executed contract* in place prior to the performance of work.

Successful Submitter shall submit to Agency, through the B2G system, all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between Successful Submitter and all subcontractors, upon execution throughout the life of this contract.

The Successful Submitter shall not terminate any approved DBE or Small Business Subcontracts, nor shall the Successful Submitter alter the scope of work or reduce the Subcontract amount, without the DBE Compliance Specialist’s prior written approval. Any request to alter a DBE or Small Business Subcontract must be submitted in writing to the DBE Compliance Specialist before any change is made. If the Successful Submitter fails to do so, the Agency may declare Successful Submitter in breach of contract.

*Executed contracts and all lower tier contracts must contain the required Civil Rights Assurances and Prompt Payment provisions.

B. Counting Small Business Participation

The prime contractor may only count expenditures to AZUCP certified DBE subcontractors that perform a commercially useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A DBE subcontractor must perform a minimum of 30% of its subcontract value with its own workforce and equipment before its participation can be counted. DBEs must manage and control the performance of its contract and not be dependent on the prime’s personnel and equipment to complete its work. Scope(s) of work not covered in the DBE firm’s certification description **will not** be counted as DBE participation.

Commercially Useful Function & Counting of DBE Trucking/Hauling:

49 CFR Part 26.55 Section (d) defines Commercially Useful Function and the counting of DBE participation Trucking/Hauling as follows:



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- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose achieving DBE participation.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
- Amounts paid for dump fees or materials being hauled/dumped cannot be counted as DBE participation.

Counting DBE certified Manufactures, Suppliers, and Brokers:

49 CFR Part 26.55 Section (e) permits the counting of expenditures with DBEs for materials or supplies toward DBE participation as provided in the following:

- If the materials or supplies are obtained from a **DBE manufacturer**, count 100 percent of the cost of the materials or supplies toward DBE participation,
- If the materials or supplies are purchased from a **DBE regular dealer (supplier)**, count 60 percent of the cost of the materials or supplies toward DBE participation.
- If materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, **(broker or manufacturer's rep.)** count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies toward DBE participation.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE's certification may be counted. Any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

C. Small Business Substitutions or Terminations

As set forth in 49 CFR Section 26.53 (f)(1)(2)(3) after Contract award, the Agency will not allow substitution or termination from the proposed Small Business utilization except in extraordinary circumstances. The Successful Bidder's request to modify Small Business participation must be in writing to the Phoenix DBE Compliance Specialist.

Successful Bidder's written request must set forth the amount of substitution or why termination is sought, evidence that demonstrates why it is necessary, and any additional relevant information that the Phoenix DBE Compliance Specialist should consider. The

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Successful Bidder shall include with the request all documentation of Bidder's attempts to subcontract with the Small Business and any other action taken to locate and solicit a replacement Small Business.

If the Small Business was approved by the Agency, the Phoenix DBE Compliance Specialist will consider whether or not the Successful Bidder has exercised diligent and good-faith efforts to find another Small Business as a replacement. The Successful Bidder shall notify the Phoenix DBE Compliance Specialist in writing of the necessity to substitute a Small Business and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a Small Business may not occur before the Phoenix DBE Compliance Specialist's written approval has been obtained.

D. Prompt Payment of Subcontractors

The prompt payment clause shall be included in every contract and subcontract.

Per A.R.S. § 32-1129.01 the Successful Bidder must promptly pay its subcontractors, subconsultants, or suppliers **within seven (7) calendar days**. If the Successful Bidder diverts any payment received for a DBE's, Small Business's, or other Subcontractor's work performed on the Contract or fails to reasonably account for the application or use of the payment, the Agency may declare the Successful Bidder in breach of contract.

Under the prompt-payment provisions of 49 CFR Part 26, the Successful Submitter must ensure prompt and full release of retentions to Subcontractors and suppliers when their scope of work is complete and the Agency has paid Successful Submitter for the work. The Successful Submitter shall pay each Subcontractor's and supplier's retention no later than 30 days after the Agency has paid for the scope(s) of work, regardless if there's outstanding retention held against the Successful Submitter. If the Agency reduces the Successful Submitter's retention, the Successful Submitter shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work.

Nothing in this section prevents the Successful Submitter from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, and other claims arising under the Subcontract.

E. Remedies

If the Successful Submitter fails to comply with these contract provisions and the requirements set forth in 49 CFR 26.101 and 26.103, the Agency may take any one or more of the following actions:

1. Withhold future payments, including retention, until the Successful Submitter is determined to be in compliance;
2. Cancel the Contract

SECTION VI. RECORDS & REPORTING REQUIREMENTS

A. Records

During performance of the Contract, the Successful Submitter shall keep all records

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necessary to document Small Business participation. The Successful Submitter shall provide the records to the Agency within 72 hours of the Agency’s request and at final completion of the Contract. The Agency will prescribe the form, manner, and content of reports. The required records may include but not limited to:

1. A complete listing of all Subcontractors and suppliers on the project;
2. Each Subcontractor’s and supplier’s scope performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices;
5. Total operating expenses and total cost of goods sales; and
6. Copies of all payment documentation and Change Orders.

B. Reports

Successful Submitter is required to file the following payment reports in the B2G system:

1. **Progress Payments:**

By the 15th of **each** month, the Successful Submitter must enter payment information and related supporting documentation into the Agency’s web-based certification and compliance reporting system.

- a. The total of all payments received from the Agency during the previous month.
- b. All payments made to Subcontractors during the previous month.

The Successful Submitter is responsible for ensuring that subcontractors confirm receipt of payment in the B2G system by the end of each month.

2. **Final Payment:**

Before the Agency processes the Successful Submitter’s final payment and/or outstanding retention held against the Successful Submitter, the Successful Submitter shall notate in the B2G system:

- a. The payment to each subcontractor is considered “Final”.
- b. Every subcontractor must confirm they have received full and “Final” payment in the B2G system.
- c. For federal reporting purposes, Attachment E must be completed and signed by the Successful Submitter and DBE firm(s) prior to Successful Submitter receiving final payment.

The Successful Submitter is responsible for ensuring that subcontractors confirm the receipt of full and “Final” payment in the B2G system.



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4A. DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under \$25,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

- The Proposer certifies, to the best of its knowledge and belief, that the Proposer and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within the preceding three years, 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 or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;
 4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

OR

- The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: MV Transportation, Inc.

Name: Dorothea DePrisco

Title: Assistant Corporate Secretary

Signature: *Dorothea DePrisco*

Date: November 16, 2021



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4B. BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

If this Offer is valued in excess of \$150,000 and **involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

- Cannot comply the requirements of 49 USC § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 USC § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and **involves the procurement of buses or other rolling stock (including associated equipment)**, the Proposer hereby certifies that it:

- Will comply with the requirements of 49 USC § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

- Cannot comply with the requirements of 49 § USC 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 USC § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification

Company: MV Transportation, Inc.

Name: Dorothea DePrisco

Title: Assistant Corporate Secretary

Signature: *Dorothea DePrisco*

Date: November 16, 2021



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Phoenix, AZ 85003**

4C. LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under \$100,000. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies, to the best its knowledge and belief, that:

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

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

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: MV Transportation, Inc.

Name: Dorothea DePrisco

Title: Assistant Corporate Secretary

Signature: *Dorothea DePrisco*

Date: November 16, 2021

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.



SECTION V – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

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2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: MV Transportation, Inc.

Name: Dorothea DePrisco

Title: Assistant Corporate Secretary

Signature: *Dorothea DePrisco*

Date: November 16, 2021

Per paragraph 2 above, complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," if applicable.

	SECTION V – INSURANCE AND INDEMNIFICATION	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003
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4D. CERTIFICATE OF COMPLIANCE WITH BUS TESTING REQUIREMENT

This certification applies to contracts for the purchase or lease of any bus model that is new or has any major change in configuration or components to be acquired or leased. Offers that are not accompanied by a completed, applicable certification will be rejected as nonresponsive.

The Proposer certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

The Proposer understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the Proposer understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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**4E. TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS ENTERPRISE
CERTIFICATION**

This certificate applies to contracts for the purchase of rolling stock.

The Contractor, a Transit Vehicle Manufacturer, hereby certifies that it has complied with the requirements of 49 CFR § 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been **approved** or **is pending approval** by FTA.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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4F. FEDERAL MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

This certificate applies to contracts for the purchase of rolling stock.

The Proposer, if awarded the Contract, shall submit: (1) the manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or (2) the manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____



SECTION V – INSURANCE AND INDEMNIFICATION

**CITY OF PHOENIX
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**302 N. 1st Avenue, Suite 900
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4G. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts.

The Proposer, certifies that:

- (a) it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) it has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 USC §§ 3801 et al. are applicable to this certification.

Company: MV Transportation, Inc.

Name: Dorothea DePrisco

Title: Assistant Corporate Secretary

Signature: *Dorothea DePrisco*

Date: November 16, 2021

5.1 DEFENSE AND INDEMNIFICATION:

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is



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ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

5.2 CONTRACTOR’S INSURANCE:

Contractor and subcontractors must procure insurance against claims that may arise from or in connection with the purchase and use of the commodity and the performance of the Work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

5.3 SCOPE AND LIMITS OF INSURANCE:

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

5.3.1 Commercial General Liability – Occurrence Form

General Aggregate	\$10,000,000
Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$5,000,000

The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.

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The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

5.3.2 Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned autos and busses used in the performance of this Contract.

Combined Single Limit (CSL) \$5,000,000

The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Contract.

City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor. The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

5.3.3 Auto Physical Damage Coverage

The policy must provide coverage for damage to busses during transport to the designated destination.

Comprehensive & Collision: Replacement value of the bus.

5.3.4 Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy must contain a waiver of subrogation against the City of Phoenix.

This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

5.4 NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within **five business days** of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Public Transit Department, Attn: Christine Adrian, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003.

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5.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.6 VERIFICATION OF COVERAGE:

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly City of Phoenix Public Transit Department, Attn: Christine Adrian, 302 North 1st Avenue, Suite 900, Phoenix, AZ 85003. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

5.7 SUBCONTRACTORS:

Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

5.8 APPROVAL:

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



SECTION VI – SCOPE OF WORK

**CITY OF PHOENIX
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**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

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SCOPE OF WORK

This Scope of Work covers the requirements for a Contractor to perform paratransit transportation services for the City of Phoenix Public Transit Department (CITY).

1. SERVICE OVERVIEW

Paratransit services shall be provided in accordance with the transportation provisions (49 CFR Parts 27, 37, and 38) of the Americans with Disabilities Act of 1990 (ADA), as amended.

Contractor shall provide a shared ride, demand-responsive, and door-to-door public transportation program to include reservation, scheduling, dispatch, vehicle transportation, vehicle maintenance services, and other transit-related services as needed or mandated. Contractor shall only provide services for individuals with disabilities in the defined service area who have been certified ADA paratransit eligible.

Contractor shall provide paratransit services in a safe, courteous, reliable, and lawful manner.

The City of Phoenix Public Transit Department is responsible for the overall supervision of the City of Phoenix Transit System. In addition to Dial-a-Ride service, fixed route bus and light rail service is also part of the City of Phoenix Transit System.

2. SERVICE AREA AND HOURS OF OPERATION

The area to be served shall be as designated by the CITY in its sole discretion and may be modified at any time during the contract. The CITY’s current Phoenix Dial-a-Ride paratransit service area is comprised of approximately 430 square miles (incorporated City of Phoenix limits south of Jomax Road), as outlined in the defined ADA paratransit service area (see **Exhibit A**). The CITY will require vehicles to be dispatched to any point within this area.

Paratransit operating hours are currently as indicated below. Service shall be provided outside the general operating hours stated below if fixed route service (local bus and light rail that is within the service area) is operating within the same time period of an eligible passenger’s request. Current operating hours are generally as listed below. However, during the period of this agreement, paratransit service hours will be restored to include late night service on Fridays and Saturdays to mirror light rail service which runs until 2:00 a.m.:

- a) Monday through Friday 4:00AM to 12:00AM
- b) Saturday and Sunday 4:00AM to 12:00AM
- c) Designated Holidays 4:00AM to 12:00AM

Fixed route (local bus and light rail) service may operate earlier or later than the hours listed for all or specific routes. Current fixed route (bus and light rail) service hours are available at valleymetro.org.

Contractor may be required to provide reduced service levels for Saturdays, Sundays, and the following holidays due to reduced service levels of fixed route services:

- d) Memorial Day



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- e) Independence Day
- f) Labor Day
- g) Thanksgiving Day
- h) Christmas Day
- i) New Year's Day

Reservation days and hours of service are **seven days** a week from 6:00AM to 7:00PM. Trip reservations can be made **1 to 14 calendar days** in advance.

The CITY reserves the right to adjust service area and hours of operation at any time to complement fixed route service. Modifications to services may include, but are not limited to, expanding or reducing the service area, increasing or decreasing service levels, or extending or decreasing the hours of operation independently of or in accordance with fixed route bus and light rail hours of operation.

3. OPERATING REQUIREMENTS

The operating requirements shall be generally as follows.

- 3.1 Passengers shall request Phoenix Dial-a-Ride service **1 to 14 calendar days** in advance by calling 602-253-4000, the designated telephone number for Phoenix Dial-a-Ride service, during designated reservation hours, 6:00AM – 7:00PM **seven days** a week.
- 3.2 Passengers must designate point of origin, point of destination, number of persons in party, and when the service is desired.
- 3.3 Contractor shall not deny service for ADA-eligible trip requests.
- 3.4 All trips provided will be based on a shared-ride concept whenever possible. Drivers will wait at least **five minutes** upon arrival within the ready window at any pick-up location once an attempt has been made to notify the passenger.
- 3.5 Service is “door-to-door” for all passengers. Vehicle operators shall assist in loading and unloading passengers and/or their wheelchairs or other equipment between the vehicle and entrance to origin and destination for such passengers, in carrying packages or personal effects upon passenger request, and be sensitive to the needs of passengers.
- 3.6 Trips shall be scheduled to ensure service is timely, and comparable to travel time for similar fixed transit service. Contractor shall do everything possible to avoid an undue delay of any passenger's trip, either while in route to the point of pick-up, at point of pick-up, or while in route to the destination.
- 3.7 Contractor shall provide the necessary number of reservationists, dispatchers/schedulers, vehicle operators, and maintenance personnel. Contractor shall provide adequate on-site administrative and IT support staff.



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- 3.8 Contractor shall provide sufficient training to ensure all staff are knowledgeable of the service operation, Phoenix Dial-a-Ride rules and procedures, quality customer service delivery and interaction, sensitive to the needs of persons with disabilities, safe working practices as applicable for their assigned duties, and company policies.
- 3.9 Contractor shall ensure sufficient staff or resources are available to assist non-English speaking customers. Spanish-speaking staff should be available during all hours-of-service operation to assist customers by phone or radio as needed.
- 3.10 Contractor shall provide the required facility, office equipment, vehicle maintenance equipment, and other facility and equipment needs necessary to operate service.
- 3.11 Contractor shall facilitate the transfer of passengers as necessary to the fixed route bus and light rail system.
- 3.12 Contractor shall subcontract with one or more qualified transportation provider(s) to provide, at a minimum, overflow transportation service for trips that are not able to be scheduled due to capacity, emergency situations (e.g., vehicle breakdowns/accidents), and/or required trip requests before or after the general hours of operation.
- 3.13 Contractor shall comply with additional operating requirements as detailed in the Phoenix Dial-a-Ride Standard Operating Procedures Manual (**Exhibit B**).
- 3.14 Contractor shall comply with federal, state, or local recommended health and safety measures as may be applicable in the workplace and in the provision of service. Contractor may be responsible for any costs associated with implementing recommended health and safety measures. This may include providing necessary personal protective equipment to employees and customers, and supplies, material, and labor associated with the enhanced cleaning and disinfecting in the workplace and of vehicles used in the provision of service. When necessary Contractor shall be responsible for coordination with the City to ensure recommended health and safety measures are enacted or for establishing and documenting measures taken to comply with recommended health and safety measures.

4. PARATRANSIT SERVICE HOURS MANAGEMENT

The number and hours of vehicles on duty may vary according to demand. For this contract, a vehicle service hour is defined as vehicle hours in-service from pull-out to pull-in at Contractor's facility. A vehicle revenue hour is defined as vehicle in-service hours between first pick-up and last drop-off.

Vehicle service hours are the basic unit of paratransit schedules and the measure for service coverage and schedule productivity. Service hours will be the largest component of the service's operational costs; thus, the efficiency of schedules, efficiency of routing, and cost effectiveness of service will be critical. It is imperative that the Contractor develop the most effective means to manage its workforce to meet the dynamic needs of the CITY's paratransit passengers.



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Phoenix Dial-a-Ride experiences daily, weekly, and seasonal fluctuations in service demand that require service hour adjustments. To match service hours closely with demand, schedules and runs should be modified each day. These daily changes create pressure on the Contractor to manage staffing plans and to have systems in place to effectively implement changes to runs and service hours. The CITY places significant value on the flexibility of Contractor operations in accommodating changes to schedules and runs.

The maximum vehicle service hours operated on weekday and weekday/holiday service shall not exceed the maximum vehicles service hours per weekday and weekend/holiday in each year unless otherwise approved by the CITY.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Weekday	1050	1055	1061	1066	1071	1077	1082
Weekend/Holiday	534	537	539	542	545	547	550

Contractor shall maintain records to document actual vehicle service hours and vehicle revenue hours operated each day. A summary report detailing service and revenue hours shall be included as part of the monthly management reporting requirements and invoice.

5. OVERFLOW SERVICE

Contractor shall subcontract with a qualified transportation provider(s) to provide, at a minimum, overflow transportation service for trips that are not able to be scheduled due to capacity, emergency situations (e.g., vehicle breakdowns/accidents), and/or required trip requests before or after the general hours of operation stated in Section 2 (“Service Area and Hours of Operation”).

Contractor shall be responsible for subcontractors’ compliance with all Contract requirements, Phoenix Dial-a-Ride standard operating procedures and policies, applicable Federal, State, County and local laws, ordinances, and regulations during the provision of transit services, and contracted automobile liability insurance requirements. Contractor shall submit a quality assurance plan outlining Contractor’s procedure(s) for monitoring subcontractor’s performance of overflow service within **60 calendar days** of contracting with any subcontractor for the provision of overflow service. Contractor’s process(es) for ensuring subcontractors’ compliance may be subject to review by the CITY at any time. All trip information from the qualified transportation provider shall be entered into the Trapeze-based Automated Scheduling and Dispatch program within one week of actual service provision. Currently, the CITY uses Trapeze PASS version 19.0.6.0.

A summary report detailing overflow transportation service provided by the subcontractor shall be included as part of the monthly reporting requirements and invoice.

6. CONTRACTOR FACILITY



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Contractor shall provide and maintain a facility(ies) and equipment sufficient to deliver required transportation service levels, including but not limited to: facilities for administrative and human resource functions; trip scheduling; dispatching; training; vehicle maintenance; vehicle operations; vehicle storage; and segregated fuel storage tank(s) and automated fuel dispensing system specific for CITY-owned vehicles. The vehicle storage area shall include a lighted, fenced and secured parking lot with a minimum capacity of **150 revenue vehicles**. Cameras shall be installed to provide video surveillance of the following areas: vehicle parking areas, facility entrance(s) and exit(s), fueling station, dispatch area, and cash counting areas. All video surveillance shall be recorded and stored for a minimum of **30 calendar days**. Access to video surveillance shall be made available to the CITY as necessary and immediately upon request. As applicable, the Contractor's facility(s) must comply with all federal, state, county, and local safety requirements and laws, and with all accessibility features as described in ADA and state uniform building codes.

Contractor shall obtain sufficient telephone and internet service to meet its business needs in operating Phoenix Dial-a-Ride including dedicated voice and data lines. Contractor shall provide a plan defining alternative method to provide electrical power to, at a minimum, the reservation and dispatch areas, computer/network server and telephone rooms, and fueling station in the event of an electrical power outage. The plan should be inclusive of time frames within which the Contractor will implement and sustain the alternative methods. The CITY will review and approve the Contractor's submitted plan.

The facility(s) described above shall be located within the defined Phoenix Dial-a-Ride paratransit service area.

7. COMMUNICATION SYSTEMS

7.1 Radio System –

Refer to the attached CITY Technical Requirements in **Exhibit C**

7.2 Automated Scheduling and Dispatch Program –

Refer to the attached CITY Technical Requirements in **Exhibit C**

7.3 Telephone System –

Contractor shall furnish a digital telephone system that allows for the following:

7.3.1 Toll-free access (1-800) for all users throughout the Phoenix area.

7.3.2 Use of AZ Relay 7-1-1 service (www.azrelay.org).

7.3.3 Separate phone lines/trunks for administrative offices, dispatch, and maintenance.

7.3.4 Dedicated phone lines/trunks for incoming Phoenix Dial-a-Ride service information/reservation calls capable of handling the expected call load at all times of day so that customers do not receive a busy signal, and with capability



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of expansion in a short period of time in the event the phone call load exceeds system estimates.

7.3.5 The telephone system for incoming Phoenix Dial-a-Ride service information/reservation calls shall provide for a digital Automated Call Directory (ACD) system capable of the following minimums:

7.3.5.1 Distribution of calls to the next available reservationist.

7.3.5.2 Ability to measure telephone data in **60-minute** increments on a daily basis: how many calls are answered in **60-second** increments up to a minimum of **300 seconds**; how many calls are abandoned/disconnected that hold for more than **180 seconds**; and other measurable features that are normally associated with an ACD phone system.

7.3.5.3 Recorded hold messages that can be changed easily to music and/or other recorded information while on hold. Any recorded instructions shall be in both English and Spanish.

7.3.5.4 Digital display/displays that tracks the number of calls in the queue on hold and length of time on hold.

7.3.5.5 Ability to present menu options designed to assist customers in routing calls to appropriate personnel. Menu options should include, but are not limited to reservation, cancellation, check status, and comments/complaints.

7.3.5.5.1 Valley Metro is responsible for accepting customer complaints. The comments/complaints menu option should route all calls directly to Valley Metro Customer Service at (602) 253-5000.

7.3.6 The telephone system should be capable of providing system reporting statistics for overall system performance, by menu option, and individual line.

7.3.7 All telephone communications shall be recorded and stored for a minimum of **30 calendar days** utilizing a digital communication recording system with time and date of call search parameters. Contractor shall make available all stored recorded communication to the CITY upon request.

The telephone numbers for this service—both voice (602-253-4000) and TDD (602-258-9980)—are currently being used by the existing service provider and transfer of these numbers will be the responsibility of Contractor. These numbers shall be dedicated to Phoenix Dial-a-Ride and shall not be used for other purposes.

NOTE: Telephone number and telecommunications requirements may impact the facility location and costs to Contractor. Contractor shall bear any costs associated with the preceding telecommunications requirements.



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8. FLEET VEHICLES

8.1 Revenue Vehicles

The CITY shall provide to Contractor **125 accessible narrow body cutaway vans** (see **Exhibit D**) purchased by the CITY specifically for the provision of Dial-a-Ride transportation services.

8.1.1 Contractor shall be responsible for the operation and maintenance of these vehicles and any subsequent replacement/expansion vehicles in a state of good repair during the term of the Contract. Additionally, the Contractor is responsible for installation and removal of communications equipment during vehicle commissioning and decommissioning (e.g., radios, transit control heads, etc.) during the term of the Contract.

8.1.2 Contractor shall be responsible to communicate with CAD/AVL vendor for pricing and updated vehicle equipment build information. Refer to the attached technical requirements in Exhibit C for complete details of the CAD/AVL system components and requirements.

8.1.3 The CITY shall be responsible for licensing and registration of the CITY provided vehicles. The Contractor shall be responsible for emissions compliance and all associated costs.

8.1.4 Vehicle use shall comply with CITY Administrative Regulation 2.95 (“Motor Vehicle Authorization and Operation”). See **Exhibit E**.

Based on funding availability, it is the CITY’s plan to provide replacement vehicles as follows:

Contract Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Number of Vehicles	25	25	25	25	25	25	25

8.2 Non-revenue (Support) Vehicles

The CITY requires Contractor to furnish **a minimum of four field supervision vehicles** and a minimum of **two maintenance service vehicles** to perform services required under this work scope.

8.2.1 Contractor support vehicles must not be more than **three years old** at contract start-up.

8.2.2 Contractor field supervision vehicles shall have the capacity to transport at least one wheelchair.

8.2.3 Contractor shall provide and install all necessary communications equipment on support/supervision vehicles with the purpose of maintaining contact with the dispatch center and vehicle operators.



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8.2.4 Contractor is responsible for the operations and maintenance of these vehicles for the term of the contract, including providing required identifying decals or emblems.

8.2.5 Contractor shall provide one vehicle per supervisor in the field.

9. VEHICLE MAINTENANCE AND TRANSIT ASSET MANAGEMENT PROGRAM

9.1 Contractors providing public service with 49 U.S.C. Chapter 53 funds are required to comply with the CITY's Transit Asset Management Plan. The Contractor shall:

9.1.1 Continually assess the condition and performance of CITY provided and Contractor provided support capital assets. (Assets should be in a state of good repair anytime they are in service.)

9.1.2 Identify the unacceptable risks, including safety risks, in continuing to use an asset that is not in a state of good repair.

9.1.3 Decide how to best balance anticipated funds and prioritize a list of investments to improve the state of good repair of capital assets.

9.2 Contractor shall provide, at its sole cost, a vehicle maintenance and transit asset management software program for tracking maintenance records and inventory. At any time, the CITY may request data in an electronic format, or access to Contractor's reporting system, at Contractor's expense.

Contractor shall, at a minimum, track and record:

9.2.1 Work orders

9.2.2 Revenue and non-revenue fleet and support inventory

9.2.3 Vehicle life mileage

9.2.4 Road calls

9.2.5 Fuel usage

9.2.6 Any vehicle history or work activity pertaining to CITY assets and a description of work performed

9.2.7 Labor hours

9.2.8 Vehicle preventive maintenance inspections by vehicle number, date/time, and mileage

9.2.9 Engine tune-ups

9.2.10 Any inspection and data required by State, Federal, or local laws and regulations

9.2.11 Life cycle cost by unit and Vehicle Maintenance Reporting standard codes



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9.2.12 Warranty tracking and monitoring

9.2.13 All parts identified, part numbers and costs

9.3 Contractor shall provide the CITY with read access to its complete vehicle maintenance program software. CITY staff shall be able to remotely access the software from CITY offices and have the ability to review raw data that provide, at a minimum, all elements in Subsection 9.2 above and run reports in Excel and/or PDF format

9.4. Contractor shall supply all requested maintenance data at required intervals, or upon request, to assist in lifecycle costing, life expectancy, and suitability of equipment.

9.5 Use and analyze the service and operating data collected to enhance the condition and performance of the vehicles and help provide a priority list for those capital improvements.

10. VEHICLE INSPECTIONS

10.1 Contractor will receive each CITY vehicle after the vehicle has been thoroughly inspected by the CITY and the Contractor.

10.1.1 A pre-transfer and transfer inspection will be conducted prior to the transition of vehicles from the previous contract to this Contract.

10.1.2 The CITY will inspect the transitioning vehicles, documenting all apparent safety and operating repairs to be corrected. The CITY, in its sole discretion, shall make the final determination as to acceptable vehicle conditions for any vehicles transferred in anticipation of Contract start-up as well as during the Contract term.

10.1.3 For each vehicle transferred, all parties involved shall approve a vehicle transfer checklist provided by the CITY.

10.1.4 Contractor shall inspect, assume responsibility for, and obtain insurance for all vehicles by the scheduled Contract start date.

10.1.5 Upon returning a vehicle to the CITY for any reason, Contractor shall ensure each vehicle is in the same operating condition and appearance as when received, subject to reasonable wear and tear based on mileage and age or unless otherwise authorized by the CITY.

10.2 During the Contract term, the CITY shall have immediate and unrestricted access to all vehicles and all maintenance records during planned or unplanned visits or inspections of the facility. This includes complete access to any electronic program or system(s), which maintain any records (present or historical) for CITY assets supplied under the Contract.



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- 10.3 In its sole discretion, the CITY shall have authority, upon inspection, to take out of service any unit or fleet type for any safety reason until repairs are completed to ensure the vehicle or vehicles are safe for service. Such action does not relieve Contractor of the duty to provide service under the terms of the Contract.
- 10.4 Contractor shall maintain computerized maintenance records for all maintenance activities. Any work order generated by an inspection form must have the inspection form attached.
- 10.5 The CITY will conduct routine vehicle inspections, scheduled and unscheduled, with Contractor's designated representative at the CITY's request. The CITY will also conduct weekly and quarterly fleet inspections.
- 10.5.1 All safety deficiencies must be corrected within **five business days** of the initial joint inspection and before the vehicle is put back into service.
- 10.5.2 All other deficiencies must be corrected as follows: (i) mechanical deficiencies within **seven calendar days** of the CITY's inspection; (ii) paint/body/aesthetic deficiencies within **30 calendar days**; and (iii) on-board system deficiencies prior to the vehicle's return to service.
- 10.5.3 The CITY will schedule a follow-up joint inspection to ensure that all items identified for repair have been corrected.

11. VEHICLE CONDITION AND MAINTENANCE

Contractor is responsible for providing fleet maintenance to both CITY-owned and Contractor-owned vehicles throughout the term of the Contract and shall maintain records for the same.

11.1 Fleet Maintenance

The fleet maintenance (revenue and non-revenue support vehicles) must be appropriate for the type of vehicle, age of vehicle, miles on the vehicle, recommendations by the manufacturer, and the type of fuel used in operating the vehicle.

11.2 Preventive and Corrective Maintenance

Contractor shall use its best efforts to schedule all maintenance so that such maintenance does not materially interfere with daily operations. At a minimum, preventive maintenance shall be targeted for periods when peak vehicles are not in use. Vehicles shall be rotated to equalize mileage allocations throughout the fleet.

Both preventive maintenance (PM) and corrective maintenance (CM) programs, to include running and heavy repairs, are required. PM and CM programs shall be designed and performed in accordance with the original equipment manufacturer (OEM) specifications, warranties, and recommendations.



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All preventive maintenance inspections (PMI) shall be initiated within a ten percent (10%) variance of the set mileage interval between scheduled PMIs. Contractor shall schedule and perform the required maintenance as indicated in this Contract.

Contractor shall ensure that vehicle engines are steam cleaned and vehicle interior and exterior are cleaned upon completion of every PM or CM period.

11.2.1 Preventive Maintenance Inspection (PMI)

- 11.2.1.1 PMIs and/or safety inspections shall occur at the OEM-recommended intervals. They shall include a review of accessibility equipment to ensure proper operation of lifts, securements, and seat/lap belts before a vehicle is returned to service. Such inspections shall be documented and tracked by the Contractor and randomly audited by the CITY.
- 11.2.1.2 PMIs and/or safety inspections shall not occur beyond 10% from the OEM required intervals. Maintenance actions shall be based on time intervals, mileage intervals, or a combination of mileage and time intervals. Contractor shall track and record these inspections.
- 11.2.1.3 Contractor shall maintain a record of vehicle life miles, and PMIs performed and provide a monthly report to the CITY by the **10th day** of each month following the reporting month. This report shall include the past month of service activity, including PMIs performed by a vehicle number and vehicle mileage for the current and previous PMI conducted.
- 11.2.1.3 Engine oil, filter, and fuel filters must be changed at **5,000-mile** intervals or the OEM-recommendation as approved by the CITY for vehicles or as indicated by oil sampling.
- 11.2.1.4 Air filter must be changed at **25,000-mile** intervals or by air filter minder.
- 11.2.1.5 Transmission oil and filters must be changed at **50,000-mile** intervals or as indicated by transmission oil samples taken every **25,000 miles**.
- 11.2.1.6 Contractor shall obtain a fluid sample of engine oil and send it out for standard oil analysis at each oil fluid change.
- 11.2.1.7 Contractor shall obtain a fluid sample of transmission fluids and send it out for analysis at an interval of **25,000 miles** or as otherwise recommended by the OEM. Contractor shall review and take appropriate actions based on the results of oil sample analyses.
- 11.2.1.8 All fluid samples found to be out of specification must be addressed, and a corrective work order made the same day of the notification.
- 11.2.1.9 Any fluid samples found to be abnormal, critical, or out of OEM specifications must be addressed with corrective repairs to the



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appropriate vehicle component(s) to ensure asset reliability and service life and reported to the CITY.

- 11.3 Running repairs: Contractor is responsible for all running repairs. If running repairs are identified by the CITY or Contractor, Contractor shall complete the repairs within **seven calendar days** from the time the defect was identified.
- 11.4 Major Repair: Contractor is responsible for all major repairs. Contractor shall correct all deficiencies considered to be "Major Repairs," as defined below, including but are not limited to:
- 11.4.1 Engine overhauls
 - 11.4.2 Transmission rebuilding
 - 11.4.3 Significant body damage and repairs
 - 11.4.4 Other repairs deemed major repairs by the CITY by providing such designation to Contractor in writing
- Major repair work must be scheduled for repairs no later than **seven calendar days** from the time it is identified.
- Major repair work must be completed within **10 calendar days** from the date it is scheduled for repair. Contractor shall notify the CITY in writing of any repair work requiring more than **10 calendar days** to complete.
- Failure by Contractor to repair or maintain CITY furnished vehicles as defined by the manufacturer's technical manual may result in the CITY arranging for the repair or maintenance by another qualified firm at the Contractor's expense.
- 11.5 Servicing: All vehicles returning from Revenue Service must be serviced daily, as described below:
- 11.5.1 All vehicles must be fueled daily and as needed by Contractor, with fuel usage and vehicle mileage accurately recorded at the time of each fueling event.
 - 11.5.2 All vehicles must be serviced daily by Contractor, with oil, transmission, coolant levels, and windshield washer fluid checked and added, if necessary, with all tasks being recorded daily. Contractor shall inspect units nightly and complete a check-off list of such inspections. This listing must be provided to the CITY upon request.
 - 11.5.3 All vehicle floors must be swept and mopped daily. **Vehicles must not be hosed out for cleaning.** The Operator's area must be wiped down, including, but not limited to, dash controls, dashboard, above the operator area, and along the front dashboard.



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- 11.5.4 Vehicle interiors and exteriors must be cleaned daily, including windshields and windows, as often as prescribed or necessary to maintain the vehicle in a clean, dust free, and professional appearance. Interiors must be wiped down to achieve cleanliness of the entire vehicle interior. Special attention must be given to ensuring the vehicle exterior is kept clean, with attention given to maintain the cleanliness of the rear of the vehicle. Vehicles must go through the automatic vehicle wash a minimum of once per week or as often as necessary to maintain the vehicle in a clean and professional appearance.
- 11.5.5 Vehicle rims must be cleaned as often as necessary to maintain the vehicle in a clean and professional appearance.
- 11.5.6 Operator seats must be shampooed **twice per year**.
- 11.5.7 Every **60 calendar days**, a detailed, intense cleaning of the interior and exterior must be performed. Detailed cleaning involves such area as engine compartments, wheels, back-ends, and underbody. Detailed interior cleaning must address the entire interior. The intent is to have **six yearly** intensive cleanings per vehicle at consistent intervals. This listing will be provided to the CITY upon request.
- 11.5.8 Contractor shall at a minimum, clean and disinfect commonly touched surfaces in the vehicle at the beginning and end of each shift and between transporting passengers. Ensure that the cleaning and disinfecting procedures are followed consistently and correctly and are documented. Records must be developed to monitor the cleaning implementation and must be available for inspection by CITY staff upon request.
- 11.5.9 Contractor shall establish a quality assurance plan to ensure vehicles are cleaned in compliance with the requirements set forth in this work scope.

Contractor, at its sole cost and expense, shall provide all lubricants, parts, supplies, tires, labor, and major and minor components for repairs, cleaning, maintenance, component rebuilding, and road service.

Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles and associated equipment. It is the Contractor's duty and responsibility to maintain all vehicles and equipment, which cannot be delegated to any other person, firm, or corporation without prior written consent from the CITY.

All parts, materials, lubricants, fluids, oils, and procedures used by Contractor (or an authorized subcontractor) on all the CITY's vehicles shall meet or exceed OEM specifications and requirements. Replacement tires are to be OEM quality or a grade better. Retreads are permitted under the following requirements: (a) all rubber materials must be from a domestic source and manufactured in the United States; (b) tested by non-destructive testing equipment and computer-controlled machinery, including but not limited to laser shearography; (c) new casings shall be retread no



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more than **two times**; and (d) retread tires are only to be used on the center and rear axles of passenger carrying vehicles.

All components of the vehicle bodies, accessories, chassis, and any additional equipment on the vehicles, (e.g., lifts, radios, etc.) shall be maintained in safe, sound, and undamaged condition at all times. Refer to CITY Technical Requirements in Exhibit C for onboard components. Repairs (including body, glass, and all vehicle appurtenances) shall be made within an expeditious time frame of occurrence, unless the defect would affect safety, then repair(s) shall be made before the vehicle is placed back into service.

Heating and air-conditioning systems shall be maintained to perform as required, to ensure that the passenger compartment is comfortably maintained under all climate conditions at all times on all service runs.

All mechanical, electrical, fluid, and/or hydraulic systems shall be maintained in a safe and working condition at all times.

Seats shall be maintained in proper operating condition at all times. All upholstery tears, gum, graffiti, and other damage shall be repaired in a professional manner within an expeditious time frame of the occurrence. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color to those materials being replaced.

No vehicle may be repaired with parts taken from another vehicle for any reason without prior authorization from the CITY. All vehicles and systems must be maintained properly as required by the CITY, OEM, and Contractor's Vehicle Maintenance Plan, the attached CITY Technical Requirements in **Exhibit C** and Contractor may not jeopardize the continuation of any warranties that exist on a particular vehicle or part from the OEM.

11.6 Contractor shall be fully responsible, without exception, for ensuring that vehicles placed into service:

11.6.1 Have a pre-trip inspection performed to ensure that the vehicle is safe before leaving the facility and entering into revenue service (49 CFR Part 392.7), including a complete cycling of the wheelchair lift/ramp as required by the original equipment manufacturer and a post-trip inspection performed at the completion of each day's work (49 CFR Part 396.11). The CITY may provide an electronic system to note vehicle deficiencies in the CAD/AVL system.

11.6.2 Have fully operational air conditioning/heating systems, wheelchair lifts, securement belts, seats, flip seats, radios, and CAD/AVL components.

11.6.3 Have all certifications current, including Department of Transportation (DOT) annual inspection, emissions (if applicable), and fire extinguishers. Contractor



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shall be responsible for all associated costs of the aforementioned testing and certification requirements.

- 11.6.4 Are marked on both sides of the vehicle as required by 49 CFR Part 390.21 (indicating the motor carrier responsible for operation of the commercial motor vehicle). Contractor shall be responsible for the cost of applying the markings to each revenue vehicle.
- 11.6.5 Remain free of major body and decal damage, have no missing or unpainted panels, and with wheels and tires at proper inflation.
- 11.6.6 Remain free of graffiti. A graffiti abatement plan shall be submitted by Contractor as part of the proposal to the CITY. The plan shall include steps that will be taken to address graffiti on the interior and exterior of revenue vehicles emphasizing Contractor's efforts in keeping graffiti on the vans to a minimum.
- 11.6.7 Have all safety items fully operational (e.g., lights, brakes, horn, wheelchair tie downs, seat belts, fire extinguishers, etc.).
- 11.6.8 Have all parts properly attached using the same number and quality fasteners as installed by the OEM.
- 11.6.9 Have a clean appearance for both the exterior and interior of the vehicle.
- 11.7 Road Calls - Contractor shall provide emergency road call service, including towing for all vehicles providing service under this Contract. Contractor shall tow any vehicle requiring this service, regardless of whether the cause is due to a vehicle breakdown or accident. Contractor shall track, monitor, and provide a Vehicle Road Call service report to the CITY on a monthly basis.
- 11.8 Warranty - Contractor shall administer all warranties, both vehicular and for parts, associated with management of vehicles required under this Contract. For new vehicle warranty on CITY owned vehicles, Contractor shall coordinate with a local authorized OEM distributor for chassis repair and authorized distributor for after-market equipment repairs or obtain authorization from after-market equipment and vehicle manufacturers to perform warranty work themselves.

Contractor shall retain warranty credits or reimbursements for work performed on a CITY owned vehicle or component/system under warranty. Contractor shall be responsible for submitting any documentation required by the OEM for warranty reimbursements. Contractor shall track, monitor, and provide a Vehicle Warranty Tracking report to the CITY on a monthly basis.
- 11.9 Outside Repairs - Contractor shall, at their sole expense, be responsible for coordinating and managing the outside repairs.



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Outside repairs may include body work and painting, glass replacement, transmission repair, engine repair, and other work deemed necessary by the Contractor or other specialized repairs the Contractor is incapable or qualified to perform. Contractor's plan for utilizing outside repair facilities shall be stated in the proposal. The Contractor's plan for outside repairs shall be reviewed periodically by the CITY. Any changes to the plan must be approved by the CITY. All paperwork, invoicing, quality control, vehicle movement, vehicle security, etc., will be the responsibility of Contractor. Documentation of outside repairs should be available upon request by the CITY.

- 11.10 Parts Supply - Contractor shall procure, stock, and furnish all parts and supplies required to maintain and repair any vehicles and equipment provided under this Contract. Any Contractor installed parts shall meet OEM specifications.
- 11.11 Required Tools and Equipment - The Contractor shall, at their sole expense, be responsible for providing and maintaining, at a minimum:
- 11.11.1 **Four hydraulic or portable lifts** (capable of lifting a vehicle a minimum of **five feet**)
 - 11.11.2 Air conditioning recovery system
 - 11.11.3 Hot water pressure washer
 - 11.11.4 Impact wrenches and torque wrenches
 - 11.11.5 Diagnostic equipment capable of diagnosing ABS brakes, computerized fuel injected engines, and charging systems
 - 11.11.6 Front end alignment machine
 - 11.11.7 Tire change and balance machine
 - 11.11.8 Battery charger
 - 11.11.9 Brake lathe
 - 11.11.10 Air compressor
 - 11.11.11 Automatic vehicle wash
- 11.12 Vehicle Idling Policy - Contractor shall develop and implement a Vehicle Idling Policy that follows Maricopa County Ordinance P-21, Vehicle Idling Restriction. Such idling policy must include allowed idling times, situations, locations, and provide a specific monitoring and documentation program. The policy shall apply to all revenue vehicles regardless of fuel type. The monitoring program records must be available for inspection by CITY staff upon request. The vehicle idling policy must be developed and submitted to the CITY for review and concurrence within **60 calendar days** of Contract start date.



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- 11.13 Vehicle Maintenance Plan - The United States Department of Transportation, per FTA Circular 9030 “Urbanized Area Formula Program: Program Guidance and Application Instructions” (as amended), requires each recipient of federal funds to have a current written maintenance plan for its federally funded rolling stock. Contractor shall fully comply with all these same standards; and Contractor is required to have a formal written plan for maintaining transit vehicles and to submit the plan to the CITY annually in electronic form for its review.

An effective maintenance plan and program addresses the unique needs of each type of transit vehicle and the unique characteristics of each operating environment. At a minimum, the maintenance plan and program shall be updated annually and shall:

- 11.13.1 Identify and define goals and objectives and provide tangible evidence of how they are achieved.
- 11.13.2 Address and be specific to the current mix of rolling stock assigned to the Contractor and update as necessary after any fleet changes or technology changes.
- 11.13.3 Outline procedures for maintaining safety and accessibility equipment including, but not limited to, wheelchair lifts, securements, and on-board systems.
- 11.13.4 Describe preventive maintenance procedures.
- 11.13.5 Adhere to manufacturer’s requirements for vehicles and parts under warranty.
- 11.13.6 Reflect current industry maintenance standards.
- 11.13.7 Describe maintenance record keeping system.

Contractor’s maintenance program shall be reviewed periodically by the CITY. Any deficiencies identified by the review process shall be corrected immediately.

Contractor shall submit a detailed vehicle maintenance plan for the CITY’s review and approval within **60 calendar days** of Contract start date. For any changes to the plan during the term of the contract, a revised vehicle maintenance plan must be submitted to, reviewed, and approved by the CITY.

12. FUEL FOR REVENUE VEHICLES

The CITY shall provide unleaded fuel to Contractor only for CITY provided vehicles used in revenue service operation. The CITY shall arrange for delivery of fuel to the Contractor’s facility. Contractor shall be responsible for providing a fueling station with a fully integrated fuel management system (e.g., Gas Boy, Fuel Force, OPW, etc.) and fuel storage tank(s) with a **minimum capacity of 10,000 gallons**. Contractor is responsible for ensuring



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compliance with any applicable CITY, County, State and Federal regulations and permitting requirements for safe fuel handling, storage, and dispensing operations. The fueling station and fuel storage tank(s) must only be used for the storage and dispensing of CITY provided unleaded fuel. Contractor shall report daily to the CITY the level of unleaded fuel in the fuel storage tank(s). Contractor is responsible for providing fuel to the non-revenue vehicles.

Contractor shall manage and control all fuel to minimize loss due to theft, natural gas venting due to inefficient fueling practices, vehicle idling, or other circumstances.

Contractor shall submit a fuel usage and mileage report by revenue vehicle to the CITY monthly. In addition, Contractor shall develop a Fuel Inventory Control and Safeguarding Procedure to ensure accountability of CITY provided fuel and submit to the CITY within **60 calendar days** of Contract start date. Such procedures shall include details of the automated fueling system proposed for use by the Contractor and document accountability of fuel usage and controls to ensure safe fuel storage and dispensing operations.

13. MINIMUM QUALIFICATIONS AND KEY MANAGEMENT PERSONNEL

Contractor shall meet the following qualifications and experience.

13.1 Experience of Key Management Personnel

Contractor shall maintain the key management personnel identified in its proposal for a minimum of **18 months** from the Contract start date unless they resign their employment with Contractor. Key management personnel shall include, at a minimum the following:

- General Manager
- Operations Manager
- Maintenance Manager
- Safety and Training Manager
- Dispatch Manager
- Call Center Manager
- Customer Service Manager
- Quality Assurance Manager
- Information Technology Specialist.

Key management personnel shall have a minimum of **three years** of recent (within the past **five years**) experience in their field of expertise managing transit and/or transportation operations of similar size and scope.

13.1.1 General Manager – The principal function of the General Manager shall be to supervise and provide expertise in all aspects of assigned transit operations. The General Manager will work cooperatively with the CITY in assuring a high level of service quality. Must have a strong knowledge of ADA requirements, be aware of emerging changes to the ADA law and best practices



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recommended by federal regulations, and ensure the service complies with all federal, state, county, local, and contractual requirements.

- 13.1.2 Operations Manager – The principal function of the Operations Manager will be to oversee the operations division and all associated employees. The Operations Manager must understand hiring and supervision practices, ability to compile, analyze, and report data, and familiarity with various system applications commonly used in paratransit and transit operations. The Operations Manager will work cooperatively with the General Manager in assuring a high level of service quality throughout the service operations, and with ensuring the service complies with all federal, state, county, local, and contractual requirements.
- 13.1.3 Maintenance Manager – The principal function of the Maintenance Manager will be to oversee maintenance and servicing of the dedicated vehicle fleet and support vehicles used in this project. The Maintenance Manager must demonstrate a strong knowledge of current industry practices for fleet maintenance, experience using maintenance management software, parts ordering and management, quality control, environmental compliance, and managing maintenance personnel. ASE Certification is desirable.
- 13.1.4 Safety and Training Manager – The principal function of the Safety and Training Manager shall be to provide optimum employee performance as well as compliance with all health and safety guidelines. The Safety and Training Manager shall implement and monitor occupational health, safety and training programs and related activities while working cooperatively with the CITY in assuring service quality. This position will be responsible for developing and maintaining Contractor’s Safety Plan, providing annual updates as needed, and coordinating with the CITY to ensure compliance with all FTA safety rules and guidelines. The Safety and Training Manager shall be a Certified Defensive Driving instructor.
- 13.1.5 Dispatch Manager – The principal function of the Dispatch Manager shall be to provide day-to-day management of dispatch operations ensuring the dispatch area is appropriately staffed to support service operations, overseeing driver route assignment, supervising dispatch operations to ensure scheduling and dispatching activities are performed to provide optimal service efficiency, and accountability in reconciling and reporting revenue collection activities. Must have knowledge of communication systems, computer aided dispatch systems, and automated scheduling and dispatching systems.
- 13.1.6 Call Center Manager – The principal function of the Call Center Manager shall be to provide day-to-day management of the telephone call center ensuring the call center is appropriately staffed to meet fluctuating call volumes, supervising staff to ensure performance metrics are met, preparing and submitting all required telephone system data and reports, and for ensuring the regular delivery of exceptional service to customers. Must have knowledge of telecommunications equipment and automated scheduling and dispatch systems.



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- 13.1.7 Customer Service Manager – The principal function of the Customer Service Manager shall be to research and respond to all customer concerns in a timely manner, paying particular attention to documenting investigation and response to concerns, developing action plans as necessary to monitor trends in reported areas of concern, and provide timely reporting of all activity. The Customer Service manager must be skilled in customer service delivery, problem solving, and decision making and must have a working knowledge of ADA law and ADA service requirements.
- 13.1.8 Quality Assurance Manager – The principal function of the Quality Assurance Manager shall be to monitor and track the Contractor’s performance to ensure service is provided in accordance with performance standards, track compliance, coordinate collection of data, and work with General Manager to ensure a quality service operation and delivery. The Quality Assurance Manager may also work various managers and staff to identify negative performance trends and assist in developing continuous improvement plans. The Quality Assurance Manager shall have knowledge of reporting systems, transit operations, and documentation skills.
- 13.1.9 Information and Technology Specialist – The principal function of the IT Specialist will be to oversee Contractor’s connectivity, accessibility, access and use of transit application systems and related hardware and software. This software may include, but is not limited to, automated paratransit scheduling and dispatching system, and CAD/AVL System. The IT Specialist shall effectively support and convey technical requirements to Contractor’s management staff as set forth by the CITY, manage IT resources in terms of equipment and maintain technical service level requirements as prescribed by the CITY, maintain quality of services by establishing and enforcing CITY IT standards, verify application compliance by establishing and conducting internal procedural audits, and maintain professional and technical knowledge by attending relevant CITY-sponsored transit system meetings and training sessions.

The IT Specialist will provide adequate first-level support to enable effective operator/vehicle assignments and prompt responses to all areas of technology when situations occur that could impact Contractor service. As Contractor’s first-level support for transit business applications and systems, the IT Specialist shall monitor communications from CITY staff and respond as necessary or as directed by the CITY to issues reported by personnel for all transit applications and systems. The IT Specialist shall be available to provide first-level support at all times when services are scheduled to operate.

The IT Specialist shall be responsible for ensuring user accounts are valid and up-to-date, and that all Contractor staff accessing CITY resources have received, understood, and provided signed acknowledgement of, and are in compliance with, IT policies. The IT Specialist shall also be responsible for responding to notifications when user accounts are no longer active, or the employee(s) are no longer employed by Contractor.



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Additional responsibilities of the IT Specialist are described in the IT Technology Requirements (**Exhibit C**)

The CITY reserves the right to approve management personnel qualifications and management changes. Contractor shall notify the CITY of all proposed management changes.

All of Contractor's key management personnel shall be assigned a minimum of **40 hours** per week to this project unless otherwise approved in writing by the CITY. If the CITY approves a variance to the time dedication level of any management staff, this variance is subject to immediate reversal at the discretion of the CITY. Contractor management personnel assigned to this Contract shall be available to respond to any operational or administrative needs as requested by the CITY. Offices of all Contractor personnel assigned to this Contract will be located at Contractor's local facility.

13.2 Supervision

Contractor shall be required to provide on-site supervision during all service hours to monitor service and ensure that revenue service begins and ends on schedule. A manager shall be available on-site during all hours of the operational day to make decisions or provide coordination as necessary.

In addition, the phone numbers of at least **two management personnel** with decision making authority shall be made available to the CITY, whereby in the event of an after-hours emergency these individuals could be contacted on a **24-hour** basis.

13.3 Field Supervision

Contractor field supervision shall be provided to ensure on-time performance, investigation of accidents and passenger complaints, to identify unsafe operating conditions and to ensure the overall efficiency of day-to-day operations. In addition, field supervisors shall investigate problem pick-up and drop-off locations, monitor operator proficiency, spot check operator performance, provide additional instructions and operating tips to the operator, and ensure adherence to Contractor's established operating standards, including directives to operators regarding vehicle problems.

The CITY requires no less than **three Field Supervisors** in the field during peak hours (5:00AM to 10:00AM and 2:00PM to 7:00PM, Monday through Friday) of operation.

13.4 Vehicle Operator Qualifications/Standards

13.4.1 Continuous possession of a valid Motor Vehicle Operator's license for the past **five years**.

13.4.2 A **5-year** driving record is required. Contractor must review a **5-year** record issued within the past **45 calendar days** from any state where the applicant has held an operator's license in the past **5 years**. When a **5-year** record is unavailable, a **3-year** driving record must be obtained.



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- 13.4.3 If an out-of-country driving record is unavailable, then the applicant must have possessed a valid operator's license in the U.S. for the past **three years**.
- 13.4.4 No more than **2 moving violations** in the past **5 years** are allowed.
- 13.4.5 No more than **2 violations for “No Liability Insurance”** in a **5-year** period are allowed.
- 13.4.6 Driving records must not reflect any convictions of a serious traffic violation (e.g., DUI, reckless driving, driving with a suspended license) in the past **seven years**.
- 13.4.7 Driving records must not reflect more than **two convictions of serious traffic violations** in a lifetime.
- 13.4.8 Not be subject to outstanding warrant or arrest.
- 13.4.9 Any proposed hiring should be conditional upon the prospective employee being allowed within the facilities and cleared with his or her Background Screening.
- 13.4.10 In conjunction with this Contract, Contractor shall not employ any person with any felony or misdemeanor drug offense, theft, assault, or other conviction within the past **seven years** for an offense that conflicts with the duties of the position.
- 13.4.11 In conjunction with this Contract, Contractor shall not employ any person with any conviction or deferred adjudication for a felony or misdemeanor offense beyond **seven years** that is serious enough to be considered in conflict with the duties of the position (e.g., murder or sexual assault conviction).
- 13.4.12 Ability to effectively read, write, and speak English.
- 13.4.13 All vehicle operators must be employees (full or part time) of Contractor.
- 13.4.14 All vehicle operators must have sensitivity to passenger needs.
- 13.4.15 All vehicle operators must have the ability to resolve complaints and problems as required.
- 13.4.16 All vehicle operators must pass a biennial United States Department of Transportation (USDOT) physical exam and be included in a “pool” of safety sensitive positions for random drug and alcohol testing as required by FTA regulations.
- 13.4.17 Contractor shall conduct an annual review and provide a comprehensive report to the CITY by **July 30th** of each Contract year, of driving records as required by 49 CFR 391.25 to ensure all vehicle operators continue to meet



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the preceding qualifications. Employees failing to meet these qualifications shall not be used to perform services under this Contract. For the **final year** of the Contract the report shall be submitted on the date requested by the CITY.

13.5 Maintenance Personnel Qualifications/Standards

- 13.5.1 Maintenance personnel assigned to service vehicles must have a thorough knowledge of vehicle engines, transmissions, electrical, electronic engine and transmission controls, engine cooling systems, radiators, brakes, passenger heating and cooling (A/C), vehicle chassis and bodies, fuel system, wheelchair lifts, and related mechanical parts.
- 13.5.2 Must be able to inspect, diagnose, and repair vehicle components noted in section above using accepted methods and procedures for servicing mechanical equipment.
- 13.5.3. Must have the knowledge and ability to safely use tools, precision instruments, and equipment, used in the general repair and maintenance of vehicle equipment.
- 13.5.4 Must have the ability to accurately record and report all maintenance activities performed and compute associated costs.
- 13.5.5 Must have the ability to follow and maintain safe working practices and to record and report all maintenance activities.

13.6 Dispatch Personnel Qualifications/Standards

- 13.6.1 Contractor shall provide adequate dispatch personnel to enable effective operator/vehicle assignments and prompt responses to all areas of operations when situations occur that could impact Contractor service performance.
- 13.6.2 Dispatch personnel are responsible for effective routing of scheduled service, directing and assisting vehicle operators, accident/incident reporting, reporting and troubleshooting vehicles maintenance problems, customer relations, problem resolution, and other duties as necessary to provide support of the paratransit service operation.
- 13.6.3 Dispatch personnel shall be familiar with, at a minimum, local geography and service area, computer aided dispatch system, technical applications, and radio communication system.
- 13.6.4 Dispatch personnel shall always maintain professionalism when assisting vehicle operators and customers.

13.7 Reservation/Customer Service Personnel Qualifications/Standards



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- 13.7.1 Contractor shall provide adequate Reservation Call Center staff to respond to all incoming calls in a timely manner.
- 13.7.2 Reservation personnel are responsible for providing front-line customer service, answering service-related questions, scheduling reservation requests, cancelling trips, changing trip requests, checking status of trips, quality customer service, problem resolution, and other duties as necessary to provide support of the paratransit service operation.
- 13.7.3 Reservation personnel shall be familiar with, at a minimum, working in fast-paced customer service systems, quality customer service delivery and resolution skills, use of communication systems, and technical applications.
- 13.7.4 Reservation personnel shall always maintain professionalism and display quality customer service skills.

13.8 Safety-Sensitive Employees

Any safety-sensitive employee and any other employee that will, through the course of their duties, have public contact must meet the following criteria upon hire:

- 13.8.1 No such employee may have any conviction within the past **seven years** for a felony offense.
- 13.8.2 No such employee may have any conviction for a felony or any deferred conviction or adjudication for a misdemeanor offense beyond **seven years** that is serious enough in nature to be considered in conflict with the duties of the position – for example, murder or sexual assault.
- 13.8.3 Ability to effectively read, write, and speak English.
- 13.8.4 Must be employees (full or part time) of Contractor.
- 13.8.5 Must have sensitivity to passenger needs.
- 13.8.6 Must have the ability to resolve complaints and problems as required.

13.9 Other Employees

Any other employee with no responsibility for direct public contact must meet the following criteria upon hire:

- 13.9.1 No such employee may have any conviction or deferred adjudication within the past **seven years** for a felony offense.
- 13.9.2 No such employee may have any conviction or deferred adjudication within the past **seven years** for a misdemeanor offense that conflicts with the duties of the position.
- 13.9.3 Ability to effectively read, write, and speak English.

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13.9.4 Must be employees (full or part time) of Contractor.

13.9.5 Must have sensitivity to passenger needs.

13.9.6. Must have the ability to resolve complaints and problems as required.

13.10 Monthly Summary Report

Contractor shall provide a monthly staff level summary report identifying total employees by division and/or safety-sensitive assignment.

14. UNIFORM SPECIFICATIONS AND APPEARANCE STANDARDS

The consideration for safety must be applied to all dress code components for all staffing levels and duty assignments. Submission of the implementation of such standards does not constitute oversight, approval, or any control of such standards by the CITY. It is the Contractor’s sole and independent discretion about how it utilizes such standards.

At all times while on duty, vehicle operators shall be well groomed, clean, and in complete uniform. The complete uniform should consist of a collared shirt and professional pants. All operator uniforms will be of the same exact color(s), have the exact decal or logo placement, must be neat in appearance, clean and pressed. The shoes must be shined; hair must be clean and neatly cared for. Vehicle operators must conform to these standards of appearance at all times.

Contractor shall provide all employees in the provision of Phoenix Dial-a-Ride service with an identification badge. The identification badge shall have, at a minimum: “Phoenix Dial-a-Ride”; a picture of the employee; the employee’s name, title, and employee number (if applicable); and the Contractor’s name, address, and phone number. The identification badge shall be visibly worn (between chest and shoulder area) at all times when the employee is in the provision of Dial-a-Ride service.

15. TRAINING REQUIREMENTS

Contractor shall provide training for all personnel working on this Contract. Contractor shall ensure that its staff receives training appropriate to the requirements of the jobs performed and the degree of contact with the public and persons with disabilities. The training should be related to knowledge and operation of equipment, dealing with the public, sensitivity to persons with disabilities, knowledge of various kinds of disabilities, rules and procedures of Phoenix Dial-a-Ride service, and other areas of knowledge and proficiency that will enable the personnel to perform their jobs and meet the requirements of the contract.

15.1 Contractor shall ensure that the following training is provided to all personnel, as appropriate. All training, unless otherwise specified, must be completed prior to an employee engaging in active service.

15.1.1 Sensitivity to the needs of all persons, including those with disabilities, cultural and racial minorities, those with different sexual orientations, and seniors.



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(Attend a sensitivity training program demonstrating how to interact with persons included above. This training program shall include participation of persons with disabilities as instructors and empathetic, or role-play training that places personnel into realistic situations faced by persons with disabilities.)

- 15.1.2 Complete familiarization with the Phoenix Dial-a-Ride program and service policies and procedures, layout, street grids, landmarks, and overall make-up of the geographic area within which service will be provided.

Records shall be maintained by Contractor as appropriate for all personnel to verify that training has been received. Such records shall specify dates, course title(s), course content, and the number of hours of training for everyone.

Contractor shall submit, on a quarterly basis, a comprehensive training analysis that confirms compliance with all training requirements. For the **final year** of the contract, the report shall be submitted by **June 15**.

15.2 Vehicle Operator Training

Contractor shall develop, implement, and maintain a formal training and retraining plan and program for all vehicle operators. The training plan and program must be submitted within **60 calendar days** of Contract start date to the CITY for review. All training must be documented, and the CITY may audit Contractor's compliance with its training plan and program and its documentation at any time.

The Vehicle Operator Training Plan and Program must include classroom instruction, behind-the-wheel training under supervision of a qualified instructor, and in-service training. Such training shall include training and familiarization with assigned route(s) and fare collection prior to assignment in revenue service.

- 15.2.1 The plan and program must provide formal retraining measures, including criteria for determining the success of retraining efforts.
- 15.2.2 All vehicle operations personnel must be trained to proficiency, as appropriate for their duties, in assisting passengers with disabilities (including those using mobility aids) in a respectful and courteous manner.
- 15.2.3 The plan and program must include training in personal safety, including at a minimum: theft/robbery prevention, violence in the workplace, assault prevention, ADA sensitivity and annual refresher training.
- 15.2.4 Persons designated as a "qualified instructor" under the Contract must have: a proven, documented record of safe driving; at least **two years'** experience driving professionally; and a demonstrated ability to provide high quality customer service.
- 15.2.5 Prior to release to operate in revenue service, vehicle operators must have received the minimum hours of ADA Sensitivity Training for working with persons with disabilities.



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15.2.6 No vehicle operator may operate equipment in CITY service until she/he has been trained and signed off by a qualified instructor as to his/her successful attainment of the skills necessary to properly operate the vehicle type to which she/he has been assigned.

15.2.7 Contractor shall include a defensive driving course in the initial training of vehicle operators.

15.2.8 Contractor shall establish a program to conduct in-service evaluations of vehicle operators employed under this Contract.

15.3 ADA Training (Initial and Refresher)

Contractor shall provide initial and annual refresher ADA training to all personnel providing service to the public. All service providers shall be included whether they perform such service on a regular, intermittent, or infrequent basis. At a minimum, such training shall include:

15.3.1 Initial Training

Four full hours of classroom ADA sensitivity training. This training shall include:

15.3.1.1 Lecture on the ADA law with hands-on employee participation and such other appropriate instructional media (e.g., slides, video, etc.) as may be successfully integrated into the instructional process.

15.3.1.2 Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.

15.3.1.3 **Three full hours** of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:

- i. Vehicle operator responsibilities;
- ii. Knowledge of equipment and devices currently in use;
- iii. Proper use and securement of such equipment and devices; and
- iv. Other matters as Contractor deems appropriate.

15.3.1.4 Field time on the paratransit vehicle with instructors to evaluate operator expertise in boarding, securement, and alighting of mobility-aid devices and the operator's familiarity with other equipment and devices in use. Several types of mobility-aid devices shall be used to



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conduct the hands-on training. For use in hands-on training and hands-on evaluation, Contractor shall provide a minimum of **one of each** of the following:

- i. A manual wheelchair;
- ii. An electric device with three or more wheels (*e.g.*, a scooter); and
- iii. An electric wheelchair.

15.3.2 Annual Refresher Training

15.3.2.1 **Sixty minutes** of classroom ADA sensitivity training each year. This training shall include:

- i. A review of all complaints filed by passengers with disabilities during the preceding year by category.
- ii. A review of passengers with disabilities requiring special service needs.
- iii. A panel discussion led by persons with disabilities recommending improvements to accessible transit service.
- iv. ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.

15.3.2.2 Included within this training shall be a discussion of:

- i. Operator responsibilities.
- ii. Boarding and securement equipment and devices currently in use.
- iii. Proper use of such equipment and devices.
- iv. Other matters as Contractor deems appropriate.

15.3.2.3 A minimum of **one hands-on check** to evaluate operator expertise in boarding, securement, and alighting of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training. For use in hands-on training and hands on evaluation, Contractor shall provide a minimum of one (1) of each of the following:

- i. A manual wheelchair
- ii. An electric scooter
- iii. An electric wheelchair

15.3.3 Training Plan and Curriculum

Contractor shall submit its ADA Training Plan and Curriculum within **60 calendar days** of Contract start date to the CITY for review.

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16. CUSTOMER RELATIONS

Contractor must respond initially to inquiries or complaints through the Customer Service Section of the Valley Metro Regional Services Division within **five business days** for complaints requesting a response by the complainant. Verification of response date will be based on the date the response is entered into the Valley Metro Regional Customer Assistance System (CAS). All complaints, even those received directly by Contractor, shall be directed to the Customer Service Section of the Valley Metro Regional Services Division at 602-253-5000 or entered by the Contractor into the CAS System.

Contractor’s customer service staff shall coordinate and receive training for the use of the CAS. Contractor shall coordinate all inquiries or complaints received from any and all individuals.

The Valley Metro Customer Service Section will monitor and report on the quantity, nature of contacts, and timeliness of Contractor’s response. Each complaint will have a deadline for action to be taken. Contractor shall adhere to those deadlines. All complaints received directly by Contractor will be recorded with documented action taken, and copies of all documentation will be forwarded or entered into the CAS maintained by the Customer Service Section of the Valley Metro Regional Services Division.

Any complaints received through the offices of the Mayor, City Council, City Manager’s Office, or Public Transit Department about the service must be coordinated by Contractor’s staff through the Public Transit Department and must be responded to within **three business days**.

Customer complaint investigation reports will be monitored by CITY staff. Performance will be evaluated based upon initial response times as indicated and deadlines for action to be taken as noted in the CAS.

17. CIVIL RIGHTS COMPLAINT RESOLUTION

It is the CITY’s policy to assure full compliance with federal Civil Rights, ADA, Title VI, and related statutes and regulations in all programs and activities.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, and related statutes and regulations require that no person shall, on the grounds of race, color or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service the CITY administers.

Title II of the Americans with Disabilities Act

Title II of the Americans with Disabilities Act, and related statutes and regulations require that no person shall, on the grounds of disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service the CITY administers.

17.1 Complaint Process



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Contractor shall be required to establish a process for the thorough and prompt resolution of all Civil Rights, ADA, and Title VI complaints. The established process shall adhere to the Valley Metro regional civil rights complaint resolution procedure(s) (see **Exhibit F**).

Civil Rights complaint investigation reports will be monitored by CITY staff. Performance will be evaluated based upon adherence to the Valley Metro regional civil rights complaint resolution procedure(s).

17.2 Complaint Resolution Plans

Contractor shall submit its Civil Rights, ADA, and Title VI Complaint Resolution Plans to the CITY within **60 calendar days** of Contract start date for evaluation and approval. If a complaint is considered discriminatory in nature as defined by 49 CFR Part 27 as amended or 49 CFR Part 21 as amended, Contractor shall follow the established Valley Metro regional civil rights complaint resolution procedure(s) (see **Exhibit F**). Any Contractor staff involved in the resolution of civil rights complaints shall be trained to follow the steps outlined in the Valley Metro regional complaint resolution plan.

18. REVENUE COLLECTION

Contractor shall ensure that fares are charged to passengers as specified by the CITY fare ordinance (see **Exhibit G**) for Phoenix Dial-a-Ride service and accounted for in accordance with standard cash handling, fare retrieval, and accounting practices. All fares collected will be deposited in the CITY's account using the CITY's armored car contractor. Contractor shall prepare deposits for all fares collected on a daily basis and submit an electronic copy of the deposit slip(s), provided by the CITY, to the CITY each business day via e-mail and shall deliver all deposit slips to the CITY on weekly basis. Each deposit slip shall indicate the amount of the deposit, the date the deposit was prepared, the service date for which the fares were collected, and the date the deposit was, or will be, picked up by the CITY's armored car service. Contractor shall be accountable for ensuring the CITY's armored car service personnel comply with proper documentation of receipt of Contractor prepared deposits. Contractor will be liable to the CITY for revenue shortages. In addition, Contractor shall provide documentation detailing the reason for any revenue discrepancy in excess of **\$50.00** within **five business days** upon notification of a discrepancy. The CITY shall conduct periodic audits. Contractor shall provide to the CITY within **60 calendar days** of Contract start date a plan for the secure administration of revenue counting that will provide for accurate and timely fare reconciliation.

The CITY may implement a regional Fare Collection System (FCS) for revenue collection and reconciliation at any time during this Contract. Contractor will be required to work with the CITY to implement this change in an efficient and timely manner. The transition might result in additional responsibilities for Contractor staff. Associated costs to be negotiated following contract award.

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19. LOST AND FOUND POLICY

19.1 Contractor shall make a reasonable attempt to identify and return lost items to the passenger the same day found. The CITY provides lost and found tags and “found item” log sheets.

When it is not possible to return the item, Contractor shall:

19.1.1 Tag the item and note the route, trip number, or location where the item was found and date it was found.

19.1.2 Include name of person turning in the item and a brief description of the item.

19.1.3 Maintain a log of lost and found items.

19.1.4 Email a copy of the “found item” log sheet to Central Station staff daily.

19.2 Contractor shall coordinate the delivery of lost items to the CITY’s Central Station transit center located at 302 North First Avenue in downtown Phoenix, or alternate location as determined by the CITY. Central Station staff is responsible for the disposition of any property delivered to them by Contractor. Under no circumstance may any lost and found items be returned to Contractor’s employees.

19.3 Contractor must deliver all lost and found items Monday – Friday between the hours of 8:00AM - 10:00AM, excluding holidays.

20. DATA GATHERING AND REPORTING REQUIREMENTS

Contractor shall collect data as required and provide periodic statements showing a comparison of the transit system’s past performance and of various management goals and objectives. Monthly and quarterly reports are due on or before the **10th of the following month**. Contractor is responsible for ensuring the accuracy and timeliness of all information provided.

Contractor shall provide all information and reports required by the CITY or the Federal Transit Administration (FTA) and will permit access to books, records, accounts, and other sources of information and facilities as may be requested by the CITY. Where any information required is in exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the CITY or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. All data gathering and reporting must conform to CITY and FTA requirements.

20.1 Contractor shall remit all reports to the CITY in a format prescribed by the CITY. Any report may be revised, reorganized, changed, increased, or decreased in number and frequency, or deleted as directed by the CITY at its sole discretion.



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Report Description	Frequency
ADA Complaint Resolution Plan	Within 60 Days of Startup, annually thereafter
ADA Initial and Refresher Training Plan	Within 60 Days of Startup, annually thereafter
Continuity of Operations Plan	Within 60 Days of Startup, annually thereafter
Customer Contacts	Monthly
DBE Utilization Quarterly	Monthly
Equal Employment Opportunity Plan	Within 60 Days of Startup, annually thereafter
Facility and Emergency Response Plan	Within 60 Days of Startup, annually thereafter
Fare Revenue Policy	Within 60 Days of Startup, annually thereafter
Fuel Inventory Control Procedure	Within 60 Days of Startup, annually thereafter
Fuel Usage	Monthly
Management Information System	Annually
Missed Trips	Monthly
Monthly Invoice	Monthly
Monthly Management	Monthly
Monthly Operating Statement	Monthly
Motor Vehicle Division	Annually
Monthly Staff Level	Monthly
National Transit Database	Annually
On-Time Performance	Monthly
Overflow Quality Assurance Plan	Within 60 Days of Startup, annually thereafter
Preventable Accidents	Monthly
Preventive Maintenance Inspections	Monthly
Public Transportation Agency Safety Plan	Within 60 Days of Startup, annually thereafter
Road Calls	Monthly
Safety and Security Incidents (NTD)	Monthly
Substance Abuse Prevention Policy	Within 60 Days of Startup, annually thereafter
Telephone Performance	Monthly
Title VI Complaint Resolution Plan	Within 60 Days of Startup, annually thereafter
Vehicle Accident Summary	Monthly
Vehicle Idling Policy	Within 60 Days of Startup, annually thereafter
Vehicle Maintenance Plan	Within 60 Days of Startup, annually thereafter
Vehicle Mileage	Monthly
Vehicle Operator Training Plan	Within 60 Days of Startup, annually thereafter
Vehicle Warranty	Monthly

Table 1



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- 20.2 All programs, plans, policies, and procedures shall be updated by Contractor as needed throughout the term of the Contract. At the conclusion of the Contract term, Contractor shall submit all reports and documentation as required by Federal, State, and local regulations and by the terms of the Contract. Furthermore, Contractor shall ensure that all reports are current and complete.
- 20.3 Contractor shall retain all financial books, records, and other documents relevant to the Contract for **five years** after final payment or until after resolution of any audit questions (which could be more than **five years**), whichever is longer. Federal, State, or CITY auditors and any other persons duly authorized by the CITY shall have full access to, and the right to examine, audit, copy, and make use of any and all said materials.
- 20.4 Data and reporting may require coordination with various entities. To ensure accurate and timely submissions, specific timelines may be required and must be adhered to by the Contractor. Contractor shall ensure the necessary staff resources are available to fulfill the request and to participate in meetings scheduled to coordinate required reporting.

21. RISK CONTROL AND SAFETY

Contractor is solely responsible for safety under the Contract. Contractor shall safely render all services and perform all work under the Contract. Contractor shall develop a comprehensive, ongoing systematic review of hazards involving vehicles, equipment, machines, the environment, and people, and take action to avoid identifiable hazards as required as part of Contractor services. Contractor shall provide a safe environment for the public and Contractor.

- 21.1 Contractor shall be responsible for compliance with all applicable Federal, State, County, and local laws, ordinances, and regulations during the performance of this work. Contractor shall indemnify the CITY from fines, penalties, and corrective measures that result from acts of commission or omission of the Contractor, its subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- 21.2 Contractor shall enforce the use of all personal protective equipment needed to complete the tasks required by this contract.
- 21.3 Contractor shall provide warning signs, barricades, and verbal warnings as required to provide proper guidance to its workforce.
- 21.4 Contractor shall inform its employees of emergency procedures to be followed in case of a fire, medical emergency, or any other life-threatening catastrophes.
- 21.5 Contractor shall provide and maintain on the site, at all times, first aid kits that contain all emergency medical supplies likely to be required by persons in the facility.



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21.6 Contractor shall conduct safety meetings at least quarterly during the term of the Contract. All Contract employees shall attend these meetings. Contractor shall submit a copy of the meeting minutes to the CITY on or before the **30th calendar day** following each meeting.

21.7 To comply with the Federal Transportation Administration’s (FTA) PTASP final rule 49 Code of Federal Regulations (CFR) Part 673, published on July 19, 2018, the Phoenix Public Transit Department requires all service provider contractors to develop and implement a Public Transportation Agency Safety Plan (PTASP) unique to the contractor’s system and scope of operation.

The PTASP should be submitted to CITY for approval and implemented within **60 calendar days** of the Contract start date and should be developed utilizing federally required processes and procedures that implement safety management systems (SMS) principles and methods.

The SMS includes the PTASP’s Safety Management Policy Statement, Safety Risk Management, Safety Assurance and Safety Promotion policies and procedures that encompass a top-down and data-driven approach to safety risk management and ensuring the effectiveness of safety risk mitigation. The plan should address the seven Safety Performance Baseline and Targets (see Table 2). See **Exhibit H** for Core Elements Required for the PTASP.

Category	Paratransit Operator
Fatalities: Total number of reportable fatalities	Baseline: # Target: #
Fatalities: Reportable rate per total vehicle revenue miles by mode	Baseline: # / # of miles Target: # / # of miles
Injuries: Total number of reportable injuries	Baseline: # Target: #
Injuries: Reportable rate per total vehicle revenue miles by mode	Baseline: # / # of miles Target: # / # of miles
Safety Events: Total number of reportable events	Baseline: # Target: #
Safety Events: Reportable rate per total vehicle revenue miles by mode	Baseline: # / # of miles Target: # / # of miles
System Reliability: Mean distance between major mechanical failures by mode	Baseline: # miles Target: # miles

Table 2



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22. VEHICULAR-EMPLOYEE ACCIDENT AND INJURY INVESTIGATION

22.1 For investigation of accidents and injuries, Contractor shall:

22.1.1 Interview supervisors and employees relative to accident/injury

22.1.2 Assist employee in filing proper reports in a timely manner.

22.1.3 Process claims to appropriate local/state agencies.

22.1.4 Submit appropriate monthly, quarterly, and annual reports.

22.1.5 Work as liaison with police departments.

22.1.6 Report all major accidents to designated CITY staff.

22.2 All accidents involving a CITY owned vehicle, including minor accidents, shall be reported to the CITY Police Department and Public Transit Department.

23. ACCIDENTS/INCIDENTS NOTIFICATION REQUIREMENT AND PROCESS

Accidents are defined per 49 CFR Part 655.4. Contractor must report to the CITY, on a monthly basis, any Major Safety and Security Incidents, as well as any Non-Major Safety and Security Incidents, per the reporting thresholds outlined in the National Transit Database (NTD) Safety and Security Reporting Manual. The CITY must be notified as quickly as possible of any accident that meets the above criteria, or when any media respond or are anticipated to respond to any accident scene.

24. OPERATION DURING A DECLARED EMERGENCY

In the event of a declared emergency by the Public Transit Director, Contractor must deploy operators, vehicles, and support staff in a manner prescribed by the CITY. The CITY will compensate Contractor during such period of declared emergency for services that exceed the normal expense of operating service under this Contract.

25. EMERGENCIES

25.1 Contractor shall develop, implement, and maintain an Emergency Response Plan to respond to emergencies and routine problems that may occur. Written procedures and processes must be submitted to the CITY within **60 calendar days** of Contract start date.

Occurrences include, but are not limited to:

25.1.1 Passenger injuries

25.1.2 Deaths

25.1.3 Disturbances

25.1.4 Illness



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25.1.5 Inclement weather

25.1.6 Accidents

25.1.7 Detours

25.1.8 Employee Injuries

25.1.9 Strikes/Walkouts/Work Stoppage(s)/Concerted Work Actions

25.2 Contractor shall prepare and maintain during the term of its Contract with the CITY a Continuity of Operations Plan (COOP) within **60 calendar days** of Contract start date that complies with Federal Preparedness Circular 65 dated June 15, 2004 (FPC65), or the most current circular as updated during the term of the Contract. Contractor shall assist the CITY in developing and maintaining emergency planning efforts including emergency preparedness and disaster recovery planning as needed.

25.3 Contractor shall immediately inform the CITY of any known or possible work stoppage or concerted work action. The CITY may request, and Contractor shall provide within **48 hours**, a written strike plan in response to, and specific to, any possible impending work stoppage or action. The CITY may also request an updated plan at any time during the term of the Contract and Contractor shall immediately remit the plan to the CITY.

25.4 During a work stoppage of any kind, Contractor shall be wholly responsible to operate daily service at a level to meet scheduled service demand as best as possible to avoid capacity constraints.

The deadline for implementation of such service shall not exceed **five calendar days** from the initiation of the strike, recognizing that Contractor will use its best efforts to allocate any and all identified resources toward the provision of service beginning on **day one** of a strike. Contractor is responsible for all costs associated with development of this reduced service level, and the CITY shall only pay Contractor for any Service Hours operated during such a time. If Contractor has not provided services in full compliance with this section within **five calendar days** from the initiation of the strike, then the CITY, in lieu of finding Contractor in default, may choose to use a replacement operator to provide the services (collectively referred to as "Replacement Services"). The CITY may utilize such Replacement Services as a substitute for all or any part of Contractor's services and may maintain Replacement Services in effect until Contractor is able to resume performance in full compliance with this contract. Before implementing Replacement Services, the CITY shall notify Contractor in writing and provide Contractor **24 hours** in which to cure its noncompliance with the Contract. If the CITY utilizes Replacement Services under the contract, Contractor shall be liable to the CITY for the actual amount by which the cost of the services exceeds the amount that would have been payable for comparable services under this Contract. During the period in which any Replacement Services are provided, the only compensation payable to Contractor will be for the Service Hours

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that Contractor itself actually provides. Any action taken by the CITY in response to Contractor’s failure to perform shall not preclude the CITY from subsequently finding Contractor in default of this Contract for the same or any related failure to perform.

26. MARKETING AND PUBLIC RELATIONS

- 26.1 The CITY provides all schedules, maps, interior bus cards, fare media, and other printed passenger information materials required for marketing the transit service.
- 26.2 Contractor shall distribute/install CITY or regional passenger notices or interior bus cards and cooperate/participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the CITY from time to time. All signage, except those required by the CITY, are subject to placement on a space-available basis.
- 26.3 The CITY shall be the exclusive public media spokesman in connection with transportation service, unless media inquiries are specific to the Contractor’s proprietary information or are inquiries that only the Contractor can respond to.
- 26.4 Before taking action, Contractor shall notify the CITY of any court subpoenas and public/media requests for records, data, or other information in possession of Contractor related to performance of contract requirements, terms, or conditions.
- 26.5 The CITY has established guidelines for communicative activities on public transit properties and assets. Under no circumstances may Contractor or its employees distribute, or allow the placement or distribution of, any unauthorized oral, printed, or written materials on public transit properties or assets without the expressed written permission from the CITY.

27. EMPLOYEES OF PRIOR CONTRACTOR

In the event of a change in Contractors wherein the current Contractor is replaced or succeeded by a new Contractor, the new Contractor shall provide a preference in hiring to any existing employee of the existing Contractor (except executive and administrative officers) to fill any position with the new Contractor that is reasonably comparable to the position such employee held with the previous Contractor. If hired, an existing employee is to be credited with his or her years of service for purposes of seniority, vacations, and any retirement.

Contractor shall not be required to provide a preference in hiring any existing employees if the existing Contractor determines that the employee does not meet Contractor’s employment hiring standards and personnel policies.

28. LABOR RELATIONS REQUIREMENTS

Contractor must provide labor contract negotiations and administration of contract terms as required for services under this Contract.



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Contractor shall: (1) fully comply with the legal requirements and labor protective provisions of Section 5333(b) of Title 49 U.S. Code chapter 53 (formerly Section 13(c) of the Federal Transit Act); and (2) assume the obligations of the existing 13(c) Agreement(s) between the CITY's previous service providers to whose position Contractor has ascended, the CITY, and the signatory union. Any financial obligations in excess of normal operating expenses incurred as a result of Section 5333(b) compliance are fully reimbursable to Contractor by the CITY except Contractor shall defend and indemnify the CITY from claims and losses directly attributable to the Section 5333(b) consequences of changes, including service changes not required by the CITY or other lawful authority, such as the Regional Public Transportation Authority, its successors, or assigns (collectively "RPTA") and Valley Metro Rail, Inc. See **Exhibit I** – City of Phoenix Section 13(c) Agreement and Side Letter.

Changes in service shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees.

If this Contract between Contractor and the CITY is terminated for any reason, the ongoing financial, operational, or any other obligations of Contractor under the Section 5333(b) Agreement shall be assumed by the CITY.

Contractor shall be required to follow the National Labor Relations Act. Except as may otherwise be required by applicable law, nothing in this section shall be construed as requiring Contractor to assume or otherwise be bound by the terms and conditions of any collective bargaining agreement between the prior service provider and any union. A copy of the current collective bargaining agreement is attached as **Exhibit J**.

The provisions of this Contract exist solely for the benefit of the parties hereto and are not intended to create third party beneficiaries or to absolve the third parties of their respective obligations and liabilities.

29. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

All performance standards and liquidated damage clauses shall be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The CITY reserves the right to monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications. Performance indicators are metrics developed by the CITY using historical data to measure Contractor's performance. CITY representatives may, without prior notice, ride in Contractor-operated vehicles and monitor overall transit service to ensure compliance with this Scope of Work and the Contract. The CITY also reserves the right to review and modify these performance requirements and metrics as deemed necessary in consideration of unusual or extraordinary circumstances affecting transit services, and to facilitate continuous improvement of service. The CITY will make all determinations as to performance levels and liquidated damage assessments.

To receive maximum compensation, Contractor shall meet or exceed the following standards on a monthly basis. For the following performance goals, if Contractor fails to



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meet performance thresholds, where indicated liquidated damage amounts may be deducted from Contractor’s total monthly invoice amount.

Liquidated damages may also be imposed by the CITY on Contractor based on each observed violation committed by Contractor personnel. Contractor agrees that a violation of any of the liquidated damage provisions in this Contract will cause the CITY to incur damages that are impractical or impossible to determine. Contractor agrees that these liquidated damages are a reasonable approximation of the CITY’s actual damages.

All liquidated damage assessments as identified by the CITY shall be made and applied to the next monthly invoice.

29.1 On-Time Performance (Overall Services)

Vehicle shall arrive at pick-up location within the ready window (**0/+30 Minutes**) of scheduled pick-up time. In addition, if the vehicle arrives before the scheduled pick-up time and the passenger consents to leave early, the trip will be counted as on time. Any passenger picked up after **60 minutes** of scheduled pick-up time shall not be charged a fare for the trip. The on-time performance standard is no less than **92%** based on actual trips performed during the month. On-time performance shall be reported by Contractor on a monthly basis. The CITY will assess liquidated damages for failure to achieve the performance standard as follows:

On-time Performance %	Liquidated Damage
92% and above	\$0.00
91.99% - 89%	-\$600.00
88.99% - 86%	-\$800.00
85.99% and below	-\$1,000.00

29.1.1 On-time Performance for First Pick-Up

Vehicle shall arrive at first pick-up location before or within the ready window (**0/+30 minutes**) of the scheduled pick-up time. The on-time performance standard is no less than **95%** based on actual trips monitored by CITY staff during the month.

29.1.2 On-time Performance for Trips Scheduled by Appointment Time

Vehicle shall arrive no earlier than **30 minutes** of scheduled appointment time. The on-time performance standard is no less than **90%** based on actual trips monitored by CITY staff during the month.

29.2 Trip Denial

A trip is considered denied if:



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- An ADA eligible trip request cannot be provided;
- A pick-up time outside of the one-hour negotiation window of the ADA eligible trip request is offered (which represents a denial even if the offered pick-up time is accepted by the customer); or
- An ADA eligible round-trip is requested, and only one leg of the trip can be provided (and if the customer does not accept the offered one-way trip, both portions of the trip are denials).

Contractor shall track and report trip denials on a monthly basis. The CITY will assess liquidated damages in the amount of **\$200.00** per reported trip denial.

29.3 Missed Trip

A trip is considered missed if:

- the vehicle arrives outside of the ready window (**0/+30 minutes**) and the rider does not take it;
- the vehicle does not wait the required time within the pickup window, there is no contact with the rider, and the vehicle departs without the rider; or
- the vehicle does not arrive at the pickup location.

For example, with a ready window from the scheduled time up to **30 minutes** after the scheduled time (a **0/+30 minutes** window), if the vehicle arrives **35 minutes** after the scheduled pickup time (**5 minutes** after the end of the **30-minute** window), and the rider is not there or decides not to take the trip, it should be coded as a missed trip. Similarly, if a vehicle arrives early, before the beginning of the pickup window, the passenger does not board, and the vehicle departs before the scheduled pickup time, that should also be coded as a missed trip. The performance standard is no more than **2%** missed trips based on actual trips performed during the month. Missed trips shall be reported by Contractor on a monthly basis. The CITY will assess liquidated damages for failure to achieve the performance standard as follows:

% of Missed Trips	Liquidated Damage
1.00% and below	\$0.00
1.01% - 1.5%	-\$600.00
1.51% - 2.00%	-\$800.00
2.01% and above	-\$1,000.00

29.4 Travel Time

A trip's travel time is considered to be excessive if it is comparatively much longer than a trip on fixed route service. Travel times for comparable trips on fixed route service will be verified using the Valley Metro Trip Planner. Travel time on a Phoenix Dial-a-Ride trip will be considered excessive if the total trip time is more than **20 minutes**



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longer than a comparable fixed route trip. The CITY will assess liquidated damages in the amount of **\$50.00** per trip that the travel time is found to be excessive based on trips monitored by CITY staff during the month.

29.5 Contractor Influenced Customer Contact

29.5.1 Customer Contacts

A Contractor-influenced customer contact is any customer contact received and logged in Valley Metro’s Customer Assistance System database in which Contractor or its employee is alleged to have failed to perform the required service appropriately. This metric will be measured monthly per **1,000 trips**. Embedded in the schedule is an allowance for potentially invalid complaints. The CITY will not consider arguments pertaining to complaint validity. The performance standard is no more than **2.00 customer contacts per 1,000 trips**. Customer contacts shall be reported by Contractor on a monthly basis. The CITY will assess liquidated damages for failure to achieve the performance standard as follows:

Customer Contacts per 1K Trips	Liquidated Damage
2.00 and below	\$0.00
2.01 - 3.00	-\$600.00
3.01 – 4.00	-\$800.00
4.01 and above	-\$1,000.00

29.5.2 Customer Relations

For each occurrence that Contractor fails to initially respond to inquiries or complaints requesting a response by the customer through the Customer Service Section of the Valley Metro Regional Services Division within **five business days** or fails to respond to inquiries or complaints received through the offices of the Mayor, City Council, City Manager’s Office, or Public Transit Department within **three business days**, the CITY will assess liquidated damages in the amount of **\$25.00** per occurrence.

29.6 Telephone Hold Times

29.6.1 Answer Times

Ninety-five percent of all in-coming calls for service shall be answered within **3 minutes** and **99%** of all in-coming calls for service shall be answered within **5 minutes** within any **60-minute** period as measured for the month. Telephone hold time performance shall be reported by the Contractor on a monthly basis. The CITY will assess liquidated damages in the amount of **\$50.00** for each **60-**



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minute period that does not achieve or exceed this performance standard for the month.

29.6.2 Abandoned Telephone Calls

An abandoned telephone call is defined as a call for service that disconnects after being on-hold more than **three minutes**. The performance standard is no more than **3%** abandonment rate of all in-coming calls for service as measured on a monthly basis. Abandoned telephone call performance shall be reported by the Contractor on a monthly basis. The CITY will assess liquidated damages for failure to achieve the monthly performance standard as follows:

% of Abandoned Calls	Liquidated Damage
2.00 and below	\$0.00
2.01% – 2.50%	-\$200.00
2.51% – 3.00%	-\$250.00
3.01% and above	-\$300.00

29.7 Preventable Accidents Per 100,000 Revenue Miles

For reporting purposes, an accident means an occurrence associated with the operation of a vehicle, if as a result: (1) an individual dies; or (2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) with respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle (49 CFR Part 655.4). The term accident does not include an occurrence involving only the boarding or alighting from a stationary motor vehicle (49 CFR Part 390.5). A preventable accident is defined as an occurrence involving a motor vehicle that results in an accident in which the bus operator in question failed to exercise every reasonable precaution to prevent it. Preventable accidents shall be recorded by Contractor on a monthly basis. The performance standard is no more than **0.75 preventable accidents per 100,000 revenue miles**. The CITY will assess liquidated damages for failure to achieve the performance standard as follows:

Preventable Accident Rate	Liquidated Damage
0.75 and below	\$0.00
0.76 – 1.00	-\$200.00
1.01 – 1.25	-\$250.00
1.26 and above	-\$300.00

29.8 Vehicle Preventive Maintenance On-time Performance

Contractor shall maintain a no less than **90%** on-time percentage for vehicle preventive maintenance inspections initiated within a **10%** variance of the set mileage interval between inspections as outlined in Contractor’s Vehicle Maintenance Plan. Contractor shall provide a list generated by their vehicle maintenance software program of all completed vehicle preventive maintenance inspections on a monthly basis. The CITY will assess liquidated damages for failure to achieve the performance standard as follows:

Preventive Maintenance On-time Performance %	Liquidated Damage
90.00% and above	\$0.00
89.99% - 85.00%	-\$200.00
84.99% - 80.00%	-\$250.00
79.99% and below	-\$300.00

29.9 Total Miles Between Road Calls/Vehicle Exchange

A road call is any disruption of service caused by a mechanical failure that results in the dispatch of a maintenance or supervisory vehicle to correct and/or the removal or replacement of the motor vehicle while in revenue service. Such mechanical failures shall not include those caused by issues related to passenger incidents and non-preventable accidents. Contractor shall document total miles (deadhead and revenue) as recorded between road calls on a monthly basis. The performance standard is no less than **9,000 total miles** between road calls for October through March and no less than **6,000 total miles** between road calls for April through September. The CITY will assess liquidated damages for failure to achieve the performance standard as follows:

October through March	
Total Miles Between Road Calls	Liquidated Damage
9,000 and above	\$0.00
8,999 – 7,000	-\$200.00
6,999 – 5,000	-\$250.00
4,999 and below	-\$300.00
April through September	
Total Miles Between Road Calls	Liquidated Damage
6,000 and above	\$0.00
5,999 – 4,000	-\$200.00
3,999 – 2,000	-\$250.00
1,999 and below	-\$300.00



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29.10 Photo Traffic Citations

For all photo traffic citations received by any Contractor employee while operating a CITY vehicle, the CITY will assess liquidated damages in the amount of **\$100.00** for each photo citation received by the CITY for Contractor operated vehicles.

29.11 Late or Inaccurate Reports or Data

If Contractor fails to comply with the CITY's reporting requirements either by submitting reports, information, or data after the due date and time or by submitting inaccurate reports, information, or data, the CITY will assess liquidated damages in the amount of **\$50.00** for each month in which a failure to comply occurs.

29.12 Operator Uniform

For each instance in which Contractor's operators or road supervisors fail to wear the approved uniform while on duty, as observed by CITY staff, the CITY will assess liquidated damages in the amount of **\$25.00** per occurrence.

29.13 Fare Collection

For each occurrence in which there is a reported revenue shortage of more than **\$50.00**, as reported by the CITY's financial institution, the CITY will assess liquidated damages in the amount of **\$25.00** per occurrence.

29.14 Key Management Personnel

For all key management personnel, Contractor will fill vacated positions with a CITY approved person(s) within **45 calendar days** of the position(s) becoming vacant. Failure to do so may result in liquidated damages of **\$50.00** per day for each position not filled within the allotted time limit until the position is filled.

29.15 Overall Vehicle Appearance

The CITY, with input from Contractor, will develop the standards for vehicle appearance and cleanliness; compliance with the standards will be determined as the vehicle leaves Contractor's facility. If any Revenue or Non-revenue vehicle fails to comply with the CITY's standards regarding appearance, as observed by the CITY, the CITY will assess liquidated damages in the amount of **\$25.00** per occurrence.

29.16 Accessible Features Operation

The CITY will assess liquidated damages in the amount of **\$100.00** per occurrence for each occurrence in which: Contractor puts into service a vehicle with an inoperable lift, securement devices, and/or seat/lap belts; the vehicle operator refuses to accommodate a passenger request to board or alight a bus utilizing the ramp/lift (49 CFR Part 37.165); and/or the vehicle operator refuses to board a passenger with a service animal (49 CFR Part 37.167).



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29.17 Running Repairs

Contractor is responsible for all running repairs. If “Running Repair,” as identified by the CITY or Contractor, is not completed as outlined in this Contract from the time the defect was identified, the CITY will assess liquidated damages in the amount of **\$50.00** per occurrence.

29.18 Major Repairs

Contractor is responsible for all major repairs. If “Major Repair,” as identified by the CITY or Contractor, is not completed as outlined in this Contract from the time the defect was identified, the CITY will assess liquidated damages in the amount of **\$50.00** per occurrence.

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7.1 TECHNICAL AND PRICE PROPOSAL

When submitting in a **sealed envelope** under Section 1.12.1, the Offeror shall provide the following:

- one original Technical and Price Proposal (Note: The Offeror’s Price Proposal must be submitted in a separate sealed envelope within the offer package. This envelope must be clearly marked “*Price Proposal*”);
- six separate flash drives containing an electronic copy (*searchable* in PDF format) of the Technical Proposal; and
- one separate flash drive containing an electronic copy (*searchable in* PDF format) of the Price Proposal.


7.2 PAYMENT TERMS

Offerors must choose an option, however if a box is not checked, the CITY will default to payment terms of net **45 days**.

- Contractor offers a prompt payment discount of 0.1 % 20 days to apply after receipt of accurate invoice or final acceptance of the products (invoice approval), whichever date is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

Payment discounts will be computed from date of receiving acceptable services or a correct invoice, whichever is later, to date payment is mailed by the CITY.

- Contractor does not offer a prompt payment discount and accepts payment terms of net 45, effective upon receipt of an accurate invoice or final acceptance of the products (invoice approval), whichever date is later.
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the CITY’s servicing bank (“Bank”). By checking this box, the offeror accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The CITY will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the offeror will owe the CITY all costs. Contractor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

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7.4 CONTRACT DISCLOSURE FORM

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.			
1. Name of person submitting this disclosure form.			
Dorothea A. DePrisco, Assistant Corporate Secretary			
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: RFP PTD21-007 for Paratransit Services			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
MV Public Transportation, Inc.			
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
Please see attached.			
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.			
<input type="checkbox"/> Subcontractors may be retained, but not as of the time of this submission <input checked="" type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name: <i>Overflow Service:</i> SilverRide, LLC 425 Divisadero Street, Suite 20, San Francisco, CA 94117 Jeff Maltz 415-861-7433 jeff@silverride.com			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.			
N/A			



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7. Disclosure of conflict of interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



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8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within **30 days** of such changes. Failure to do so may be deemed a breach of contract.

Dorothea DePrisco

Assistant Corporate Secretary

PRINT NAME

TITLE

November 16, 2021

SIGNATURE

DATE

MV Transportation, Inc. / MV Public Transportation, Inc.

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

7.5 OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No.	<u>20110934 (MV Public Transportation, Inc.)</u>
Use Tax No. for Out-of-State Suppliers	<u>20110934 (MV Public Transportation, Inc.)</u>
City of Phoenix Sales Tax No.	<u>N/A</u>
Arizona Corporation Commission File No.	<u>F11104530 (MV Public Transportation, Inc.)</u>

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)	3032504
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Dorothea DePrisco
Authorized Signature

November 16, 2021
Date

Corporation
(LLC, Inc., Sole Proprietor)

Dorothea DePrisco, Assistant Corporate Secretary
Printed Name and Title
(Member, Manager, President)

Address	<u>2711 N. Haskell Avenue, Suite 1500 LB-2</u>
City, State and Zip Code	<u>Dallas TX 75204</u>
Telephone Number	<u>(210) 347-7955</u>
Company's Fax Number	<u>(707) 446-4177</u>
Company's Toll Free #	<u>N/A</u>
Email Address	<u>laura.bailey@mvtransit.com</u>

	SECTION VII – SUBMITTALS	CITY OF PHOENIX PUBLIC TRANSIT DEPARTMENT 302 N. 1st Avenue, Suite 900 Phoenix, AZ 85003
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7.6 ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager



Jesus Sapien, Public Transit Deputy Director



City Clerk

Mar 3, 2022

this 3rd day of March 2022

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.





SECTION VII – SUBMITTALS

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT**

**302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003**

EXHIBITS & ATTACHMENTS

Exhibits

Exhibit A	DAR Service Area 2021
Exhibit B	PHX DAR Standard Operating Procedures v2021
Exhibit C	Technical Requirements 202102
Exhibit D	Inventory
Exhibit E	Administrative Regulation AR 295
Exhibit F	2.2 Title VI Complaint Procedures
Exhibit G	Ordinance S-47872
Exhibit H	Core Elements Required for the Public Transit Agency Safety Plan
Exhibit I	City of Phoenix Section 13 (c) and Side Letter
Exhibit J	CBA – ATU Local 1433 and MV-Phoenix Dial-A-Ride

Attachment A	Price Schedule
Attachment B	References
Attachment C	Form EO1 – Statement of Outreach Commitment
Attachment D	Form EO2 – Small Business Outreach Efforts
Attachment E	Form EO3 – Small Business Utilization Commitment



City of Phoenix

Disadvantaged Business Enterprise (DBE) Program

FORM EO1 STATEMENT OF OUTREACH COMMITMENT

Due with initial submittal

Negotiated

Project Number: RFP PTD21-007	Project Title: Paratransit Services
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On behalf of the Submitter, I certify under penalty of perjury that the following information is true and correct.

If selected as the Successful Submitter, the Successful Submitter will:

- 1) Fulfill all required small business outreach requirements and shall submit all required outreach efforts documentation for contracting opportunities within 3 days following contract award recommendation;
- 2) Conduct all required small business outreach and will submit all supporting documentation; and
- 3) Comply with the Race - and Gender-Neutral post-award requirements stated in the DBE Contract Clause.

Company Name: MV Transportation, Inc.

Company Mailing Address: 479 Mason Street, Suite 221, Vacaville CA 95688

Representative Name: Laura Bailey

Title: Vice President

Email Address: laura.bailey@mvtransit.com

Phone Number: (210) 347-7955

Signature: 
Dorothea DePrisco, Assistant Corporate Secretary

Date: November 16, 2021



SOLICITATION ADDENDUM #1

Issuance Date: October 14, 2021
Solicitation Number: RFP PTD21-007
Solicitation Due Date: Monday, November 22, 2021 at 2:00 p.m.
MST (Local Time)

CITY OF PHOENIX
PUBLIC TRANSIT DEPT
302 North 1st Ave.
Suite 900
Phoenix, AZ 85003

TITLE: PARATRANSIT SERVICES

The solicitation is amended as follows:


1. The Offer due date is revised –
From: November 8, 2021 at 2:00PM MST (Phoenix local time)
To: **November 22, 2021 at 2:00PM MST** (Phoenix local time)
2. Section Headings III, IV and V are inserted into the Solicitation to reflect the appropriate Heading titles for those sections (which were previously mislabeled) as follows.
 - a. Subsections 3.1 through 3.24 (pages 35-44):
FROM: Section V – Insurance and Indemnification
TO: Section III – Special Terms and Conditions
 - b. Subsections 4.1 through 4.37 (pages 44-71):
FROM: Section V – Insurance and Indemnification
TO: Section IV – Federal Terms and Conditions
 - c. Certifications 4A through 4G (pages 73-79):
FROM: Section V – Insurance and Indemnification
TO: Section IV – Federal Terms and Conditions
3. The CITY provides responses to Offeror's questions received against the subject solicitation. Refer to attached **Table 1**.

NOTE: Unless the City determines a need to further clarify a response to a specific Offeror's question, the responses provided herein are Final.

The balance of the RFP specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of **all** addenda by signing the Addenda Certification form (Section 7.3), on page 131 of the RFP, and submitting the form with their proposal.

Dorothea DePrisco, Assistant Corporate Secretary

November 16, 2021

	SOLICITATION ADDENDUM #2	CITY OF PHOENIX PUBLIC TRANSIT DEPT 302 North 1st Ave. Suite 900 Phoenix, AZ 85003
	Issuance Date: November 2, 2021 Solicitation Number: RFP PTD21-007 Solicitation Due Date: Monday, November 22, 2021, at 2:00 p.m. MST (Local Time)	


TITLE: PARATRANSIT SERVICES

The solicitation is amended as follows:


1. The CITY provides responses to Offeror’s questions received against the subject solicitation.

NOTE: Unless the City determines a need to further clarify a response to a specific Offeror’s question, the responses provided herein are Final.

RFP Section	Page	Topic	Question
1.1	5	<u>Option Years</u>	Request that option years be extended by mutual agreement recognizing that changes occur in economics
RESPONSE #1	The City does not agree to such revisions. The option to extend services beyond the initial 5-year term shall remain the City’s sole determination. No change to the solicitation is warranted.		
1.16	10	<u>Award Date</u>	When does the agency expect to award this contract?
RESPONSE #2	The City expects to award this contract as soon as practicable. The contract services are anticipated to commence or about July 1, 2022. Reference Section I, Subsection 1.1		
1.31	16	<u>Submittal</u>	Page 16, section 1.31, indicates proposals may not exceed 100 "single-sided: pages; however, Section 1.31.4 suggests we use "double-sided" pages. Please confirm double-sided printing is acceptable
RESPONSE #3	Per Subsection 1.31.4, the Department prefers double-sided copying for the submitted binder; however, <u>a double-sided page counts as 2 pages.</u>		
1.34	18	<u>References</u>	Would City consider a list of 3 clients where the Contractor operates similar service that includes the information requested in this section rather than 'for systems'? Many contractors operate many contracts across the US for various service types.
RESPONSE #4	<ul style="list-style-type: none"> The solicitation is amended as follows: 		

	SOLICITATION ADDENDUM #2	CITY OF PHOENIX PUBLIC TRANSIT DEPT 302 North 1st Ave. Suite 900 Phoenix, AZ 85003
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	<i>Section I Solicitation Instructions Subsection 1.34 Offer Evaluation Criteria, Evaluation Criteria #1 – Qualifications, Experience & Past Performance is amended as follows: Sub-Criteria #2 – State the annualized number of revenue miles between accidents (preventable and non-preventable) for similar services provided by Offeror for the most recent available year (an accident is defined as any incident that results in injury to any person, including staff, or damage to any property, including third-party property).</i>		
2.4.1	27	<u>Invoices</u>	Please provide copies of the last twelve months of invoices from the Contractor.
RESPONSE #5	See Exhibit 1 - DAR monthly invoices OCT2020 – SEP2021, which is attached to this Addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.		
2.4.7	28	<u>Certified Pricing</u>	Request the term 'similar' be changed to 'exactly the same'. The word similar is vague and there can be very different business costs and circumstances associated with delivering service to different customers, in different communities, etc.
RESPONSE #6	The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.		
2.6.3	29	<u>Force Majeure</u>	Request the City further define the language by adding the following: "...The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including but not limited to any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond such party's control, including but not limited to pandemics and epidemics. ..."
RESPONSE #7	The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.		

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2.6.5	30	<u>Cure Period</u> <u>[Contract Performance]</u>	Request the language be modified to clarify a cure notice would be a minimum of 30 days. Suggest - "The Contractor will have 30 calendar days from that time to correct any specific instances of unsatisfactory performance unless a longer amount of time is specified in the contract. In the event the unsatisfactory performance is not corrected within the time specified, the City will...."
RESPONSE #8	The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.		
2.8.2.2	32	<u>Termination</u>	Request cure language be added to this section. Suggestion "...failing to act in any of the following and give the Contractor the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the Contractor has not remedied the purported violation or taken steps to do so, the City may terminate this contract for cause:
RESPONSE #9	The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.		
3.4	36	<u>Service Level Adjustments</u>	Request a threshold of 5% or 10% increase or decrease in service level provide an opportunity to negotiate rates. Suggested language: Where Service Levels change by 5% or more the service levels required of Contractor under the assumed schedules, days of service, hours or miles, or vehicle requirements contained in this RFP/Contract, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by City. If the parties are unable to reach an agreement on adjusted rates, Contractor may terminate the contract at its convenience."
RESPONSE #10	The City does not agree to such revisions. No change to the solicitation is warranted.		
3.16.5	39	<u>Background Screening</u>	Request adding language to provide for a minimum notice and 30 day cure period prior to termination
RESPONSE #11	The City does not agree to such revisions. This is standard language developed with the City's Security and Access Review Committee. No change to the solicitation is warranted.		




SOLICITATION ADDENDUM #2

Issuance Date: November 2, 2021
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**CITY OF PHOENIX
 PUBLIC TRANSIT DEPT
 302 North 1st Ave.
 Suite 900
 Phoenix, AZ 85003**

3.16.10	40	<u>Badge Fees</u>	Please confirm there is no initial charge for a City badge for employees and only lost, stolen, replacement badges will incur a charge
RESPONSE #12	This clause will be removed from the solicitation. There is no requirement for ongoing contractor access to City facilities. For instances where the Contractor requires access to a City facility, the Contractor will be escorted. See this Addendum, Section 3.		
3.18	42	<u>Confidentiality And Data Security</u>	Request adding language to provide for a minimum notice and 30 day cure period prior to termination.
RESPONSE #13	The City does not agree to such revisions. This is standard language developed with the City's Information Technology Services Department. No change to the solicitation is warranted.		
3.22	43	<u>Transition</u>	During the transition, how many vehicles will be made available to the incoming contractor to perform training?
RESPONSE #14	The City will coordinate the provisions of such items with the successful Offeror, based on the availability of resources.		
4.11	49	<u>Disputes</u>	Request the inclusion of the following: "The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Contract shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration."
RESPONSE #15	The City does not agree to such revisions. These are standard Federal Terms and Conditions. No change to the solicitation is warranted.		
4.18	54	<u>Bonds</u>	Please confirm a Bid Bond for this contract and the federal language on page 54 does not apply to this non-construction contract

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RESPONSE #16	These are standard Federal Terms and Conditions. Please note that Subsection 4.18 applies only to construction or facility improvement contracts. There is no Bid Bond requirement for this solicitation. The <u>Performance Bond</u> requirements for this solicitation can be found in Section III, Subsection 3.2.2.		
Sec IV	66	<u>Disadvantaged Business</u>	Please provide the names and contact information of any current DBE/SBE vendors including the service provided and rates.
RESPONSE #17	<i>See Exhibit 8, which is attached to this addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.</i>		
5.1	79	<u>Indemnification</u>	Request the following language be added to the section: "City agrees to indemnify, hold harmless and defend Contractor, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by City's gross negligence in the performance of this Contract, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees."
RESPONSE #18	The City does not agree to such revisions. No change to the solicitation is warranted.		
5.3.4	81	<u>Subrogation</u>	Request the subrogation language for workers compensation be modified to include: "The Contractor waives the subrogation clauses in its insurance coverage only to the extent that covered claims or damages are caused by Contractor's own negligence or willful conduct."
RESPONSE #19	The City does not agree to such revisions. This is standard language developed with the City's Finance Department, Risk Management section. No change to the solicitation is warranted.		
Scope Section 3.14	87	<u>Customer PPE</u>	Request the section be modified to remove the requirement for the Contractor to provide personal protective equipment (PPE) to customers. Any PPE needed to be give[n] to customers should be provided by the City
RESPONSE #20	The City does not agree to such revisions. No change to the solicitation is warranted.		



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Scope Section 4	87	<u>Billable Hour Definition</u> <u>[Paratransit Service Hours Management]</u>	Please confirm billable hours are based on 'vehicle service hour' which is the time from pull-out to pull-in for the Contractor's facility and 'revenue hours' are for reporting purposes only. Please confirm this is the same billing structure for the current service and is in line with any service statistics to be provided for past service under the current contract.
RESPONSE #21	It is confirmed that billable hour is based on vehicle service hour. A vehicle service hour is defined as vehicle hours in-service from pull-out to pull-in at Contractor's facility. A vehicle revenue hour is defined as vehicle in-service hours between first pick-up and last drop-off. It is confirmed that billing structure under this solicitation is the same as the current service contract.		
5	88	<u>Overflow Provider(s)</u>	Please provide the name and contact information for the current Overflow providers used. Please provide the current rates for each overflow provider
RESPONSE #22	The current service provider is in the process of transitioning to a new overflow provider that is not currently identified. The previous sub-contracted overflow provider was Total Transit. The current agreed upon rate for overflow service is \$3.77 per revenue mile.		
7.3.4	89	<u>Dispatch / Reservations</u>	Please provide a detailed call report with the number of calls by hour and by type (reservations, where's my ride, etc.) for each day of the week.
RESPONSE #23	The City does not have access to the requested information, as it is developed and borne by the current contractor.		
7.3.4	89	<u>Dispatch / Reservations</u>	Call Center - calls anticipated (quantity and peak)
RESPONSE #24	Anticipated call volume is unknown. Call center volume is subject to fluctuations throughout the year. Call center telephone hold times for the last 12 months are provided with this addendum, see Exhibit 2 - Telephone performance OCT2020 - SEP2021, which is attached to this addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.		



SOLICITATION ADDENDUM #2

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7.3.4	89	<u>Dispatch / Reservations</u>	Call Center - please provide average hold time, talk time, and handle time.
RESPONSE #25	The City does not have access to the requested information, as it is developed and borne by the current contractor.		
7.3.4	89	<u>Dispatch / Reservations</u>	Call Center - please provide call abandon rate.
RESPONSE #26	See Exhibit 2 - Telephone performance OCT2020 - SEP2021, which is attached to this addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.		
7.3.4	89	<u>Dispatch / Reservations</u>	What is the current percentage of "Subscription Service" trips compared to the total number of trips?
RESPONSE #27	Subscription service currently accounts for 16% of all trips.		
8	91	<u>Fleet</u>	Please clarify the number of vehicles used in revenue service by day of week, the peak service hours and number of buses in service at these times.
RESPONSE #28	The average number of vehicles used in peak service is 110 on weekdays and 62 on weekends/holidays.		
11.4	96	<u>Maintenance</u>	Please provide the last 12 months history for major component replacement and repair for the City provided fleet.
RESPONSE #29	The current contractor has replaced one engine and zero transmissions and rebuilt two differentials in the last twelve months. The City does not have access to the requested information, as it is developed and borne by the current contractor.		
11.8	99	<u>Maintenance</u>	Are there any remaining warranties for the fleet or provided equipment? If so, please provide warranty information.
RESPONSE #30	1/5th of the fleet is replaced each year; each have the full factory warranty included.		



SOLICITATION ADDENDUM #2

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13.1	102	<u>Management and Support Staff</u>	Request the City consider limiting the number of named managers required to be included in the proposal. Recognizing that a majority of the managers for the listed positions routinely staff with the contract and join the new contractor and any changes desired by City staff can be recruited/hired during the transition. Requiring the naming of the full management staff reduces true competition since the best candidates will only apply when an actual position exists for fear of losing their job if they are included in the proposal of a company they don't work for. Suggest only naming the General Manager.
RESPONSE #31	<p>The City does not agree to such revisions. No change to the solicitation is warranted.</p> <p>Please note that each key management personnel position under Subsection 13.1 must be filled by a separate individual (no multi-roles for one individual). <i>See also this Addendum, Section 3, for amended language in Subsection 13.1.</i></p>		
13.1	109	<u>Monthly Summary Report</u>	Please provide a copy of the most recent monthly staff level summary report identifying total employees by assignment
RESPONSE #32	<p><i>See Exhibit 3 - September 2021 Monthly Staffing Level Count, which is attached to this addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.</i></p>		
18	114	<u>Fare Collection</u>	What type of fareboxes are currently utilized within the revenue vehicles? If none, please provide fare collection process.
RESPONSE #33	<p>Paratransit fleet vehicles are not equipped with fareboxes. The current service provider utilizes a manual collection process, which consists of vehicle operators collecting and recording fares from passengers, and operations staff counting, reconciling, and preparing fares for collection by a CITY provided armored car service. <i>See Section VI (Scope of Work), Subsection 18 (Revenue Collection).</i></p>		
20	115	<u>Reports</u>	Please provide copies of the last three months of management reports from the Contractor.



SOLICITATION ADDENDUM #2

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RESPONSE #34	<i>See attached management reports, enclosed as Exhibit 4 - DAR Monthly Management Reports Jul-Sep2021, which is attached to this addendum and incorporated into the solicitation by reference. <i>See also this Addendum, Section 2.</i></i>		
27	121	Labor Relations	As per Section 27, we intend to hire as many of the existing employees as possible. In order for us to ensure that they make at least as much, or more than they do now, please provide a seniority list for ALL current hourly employees for this contract, and indicate position, full time or part time, length of service, and current rate of pay.
RESPONSE #35	The City does not have access to the requested information, as it is developed and borne by the current contractor.		
27	121	Labor Relations	What is the current starting wage for drivers and hourly staff positions?
RESPONSE #36	<i>See Exhibit J - CBA – ATU Local 1433 and MV-Phoenix Dial-A-Ride, pp. 82-83.</i>		
27	121	Labor Relations	Due to the industry wide labor shortages, would the agency include a minimum wage requirement for this procurement?
RESPONSE #37	The City does not agree to such revisions. No change to the solicitation is warranted.		
27	121	Labor Relations	Please provide a list of the positions currently provided by the contractor for this operation. Please indicate whether these positions are 100% dedicated to this contract.
RESPONSE #38	<i>See Exhibit 3 - September 2021 Monthly Staffing Level Count, which is attached to this addendum and incorporated into the solicitation by reference. All positions are 100% dedicated to service provided through the current service contract. <i>See also this Addendum, Section 2.</i></i>		
27	121	Labor Relations	Please provide a current organization chart to include management, staff and drivers.
RESPONSE #39	The City does not have access to the requested information, as it is developed and borne by the current contractor.		




SOLICITATION ADDENDUM #2

Issuance Date: November 2, 2021
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 PUBLIC TRANSIT DEPT
 302 North 1st Ave.
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 Phoenix, AZ 85003**

27	121	<u>Labor Relations</u>	What is the current pre-trip and post-trip time per driver?
RESPONSE #40	The City does not have access to the requested information, as it is developed and borne by the current contractor.		
27	121	<u>Labor Relations</u>	How many extra board hours is the current operator incurring?
RESPONSE #41	The City does not have access to the requested information, as it is developed and borne by the current contractor.		
27	121	<u>Labor Relations</u>	What is the current turnover rate for drivers?
RESPONSE #42	The City does not have access to the requested information, as it is developed and borne by the current contractor.		
27	121	<u>Labor Relations</u>	Please provide information regarding the current benefits and co-pays for the current employees to include benefit participation for the drivers and staff. Please include as many specifics as possible.
RESPONSE #43	The City does not have access to the requested information, as it is developed and borne by the current contractor. The City expects each Offeror to exercise its professional judgement in projecting the costs associated with wages and benefits.		
28	121	<u>Labor Relations</u>	Noting that the current transit employees covered by 49 USC 5333(b) (also known as Section 13c of the Urban Mass Transportation Act of 1964), are there any unfunded liabilities Contractors will be responsible like a pension plan?
RESPONSE #44	The employees of the current contractor participate in a defined contribution plan. Accordingly, there are no unfunded liabilities related to a defined benefit pension plan. In addition, under the scope terms of the current contract (City Contract No. 142976), Subsection 2.12, the current contractor has "total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto for its employees. . . ."		
29	122	<u>Penalties and Incentives</u>	Would the agency consider postponing performance penalties during the first 90 days of the new contract period for a new contractor?

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RESPONSE #45	The City does not agree to such revisions. No change to the solicitation is warranted.		
29	122	<u>Penalties and Incentives</u>	Please provide the actual performance for each performance standard listed by month for the past 24 months to capture current and pre-pandemic levels
RESPONSE #46	See Exhibit 5 - DAR Operation Statistics FY2017 - FY2022, which is attached to this addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.		
29	122	<u>Penalties and Incentives</u>	Please provide the liquidated damages for each standard listed by month for the past 24 months to capture current and pre-pandemic levels
RESPONSE #47	See Exhibit 6 - DAR Liquidated Damages FY2020 - FY2022, which is attached to this addendum and incorporated into the solicitation by reference. See also this Addendum, Section 2.		
29	122	<u>Liquidated Damages</u>	Request that LD events be communicated and processed timely so that adjustments can be implemented to improve service. Suggest adding the following language: "City must notify Contractor in writing within fourteen (14) days of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. City must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident."
RESPONSE #48	The City does not agree to such revisions. No change to the solicitation is warranted.		




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7.1	130	<u>Electronic Submission Request</u>	Printed proposals are often hundreds of bound pages that must be transported, physically shared, manually reviewed, and then stored. Electronic documents result in cleaner workspaces, easier collaboration, faster review, more flexible schedules via mobile working and provide a more environmentally sustainable practice. In order for the City to realize these benefits, we respectfully ask that City consider allowing proposals to be submitted via fully electronic means only. This also eliminates the need to ship proposals 4 days prior to the Monday due date.
RESPONSE #49	<p>The City does not agree to such revisions. No change to the solicitation is warranted.</p> <p>The City's official contract file is a "hard-copy" file, which is why the Offeror's submission consists of one (1) original (hard copy) of the Technical and Price Proposal, six (6) separate "flash drives" of the Technical Proposal, and one (1) "flash drive" of the Price Proposal.</p>		
7.3	131	<u>Addenda Certification</u>	The addenda certification form requests Contractors include the form with the "technical proposal;" however, the price proposal package description on Page 17 Section 1.33 requires all the Forms to be included in the Price Proposal Package. Please confirm the addenda certification form should be included with the price proposal package.
RESPONSE #50	<p>The addenda certification form (Subsection 7.3) shall be included with the price proposal package. This form will be revised to reflect this change, attached to this Addendum, and incorporated into the solicitation by reference. See <i>this Addendum, Section 3.</i></p>		
7.6	136	<u>Acceptance of Offer</u>	Please confirm this form is a sample of what would be signed as part of the contract by the City and no action is needed as part of the Submittal
RESPONSE #51	<p>Refer to Section I, Subsection 1.33, Tab 2: The Acceptance of Offer (Section 7.6) is not among the required submittal forms. The acceptance form is executed by the City to enter the contract with the prevailing Offeror.</p>		
	Att A	<u>Hours and Miles</u>	Please provide the revenue miles and hours; deadhead miles and hours; and total miles and hours for these services for the past 12 months.

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RESPONSE #52	<p>For the period July – September 2021 Service/Total Miles = 988,403; Revenue Miles = 842,031; Deadhead Miles = 146,372 Service/Total Hours – 74,497; Revenue Hours = 60,945; Deadhead Hours = 13,552</p> <p>For the period July 2020 – June 2021 Service/Total Miles = 3,502,622; Revenue Miles = 2,909,659; Deadhead Miles = 592,963 Service/Total Hours – 292,942; Revenue Hours = 232,219; Deadhead Hours = 60,723</p>		
	Att A	<u>Hours and Miles</u>	Please provide the average number of revenue hours for each day of the week.
RESPONSE #53	<p>The average revenue hours for the period October 2020 – September 2021 per weekday is 762 and per weekend/holiday is 379. The City's data cannot be broken down for each day of the week.</p>		
	Att A	<u>Hours and Miles</u>	Please provide the average number of deadhead hours for each day of the week.
RESPONSE #54	<p>The average deadhead hours for the period October 2020 – September 2021 per weekday is 180 and per weekend/holiday is 115. The City's data cannot be broken down for each day of the week.</p>		
	Att A	<u>Hours and Miles</u>	Please provide the average revenue miles for each day of the week.
RESPONSE #55	<p>The average revenue miles for the period October 2020 – September 2021 per weekday is 9,895 and per weekend/holiday is 4,813. The City's data cannot be broken down for each day of the week.</p>		
	Att A	<u>Hours and Miles</u>	Please provide the average dead head miles for each day of the week.
RESPONSE #56	<p>The average deadhead miles for the period October 2020 – September 2021 per weekday is 1,856 and per weekend/holiday is 1,061. The City's data cannot be broken down for each day of the week.</p>		
	Att A	<u>Pricing</u>	Please provide the current rates paid to the existing contractor for variable and fixed costs. Also, please indicate the total amount paid to the contractor for the last fiscal year.
RESPONSE #57	<p>Rates for the current contract year are as follows: annual fixed cost = \$6,236,432; service cost = \$32.75 per service hour; overflow service = \$3.77 per revenue mile.</p> <p>Rates for the previous contract year are as follows: annual fixed cost = \$6,124,253; service cost = \$31.86 per service hour; overflow service = \$3.66 per revenue mile.</p>		



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	Exh C	Technology	Are there any non-standard system applications that need to be installed on Contractor’s workstations? Will the Contractor need to host or support any application, web, or database servers?
RESPONSE #58	<p>For Offeror staff to access applications in the City network, VPN application will be required. Adobe Reader, Word, Excel, are required for the reports to be exported, but should be covered under standard applications. Offeror is not required to host any application, web, or database servers.</p> <p>The solicitation provides for Offerors to submit any innovative or technology advancements in trip assignments or delivery of service, subject to City approval. All proposals that are responsive to the requirement set forth in the solicitation will be evaluated on their merits. Offeror must determine the requirements for any applications/servers for such innovative or technology advancements.</p>		
	Exh C	Technology	What systems, applications or on-bus technology does the Contractor need to provide computers or servers for?
RESPONSE #59	<p>Offeror needs to have computers for the Trapeze PASS application.</p> <p>The solicitation provides for Offerors to submit any innovative or technology advancements in trip assignments or delivery of service, subject to City approval. All proposals that are responsive to the requirement set forth in the solicitation will be evaluated on their merits. Offeror must determine the requirements for additional computers/servers for such innovative or technology advancements.</p>		
	Exh C	Technology	Application Support: Are there any applications or systems that need to [be] transitioned from the current contractors system to the new contractors system?
RESPONSE #60	<p>The new Contractor will need to transition into using the existing Trapeze PASS application and Clever Devices CAD application. These applications are owned by the City and the new Contractor will need to provide data to use these systems.</p>		
	Exh C	Technology	IT: Please provide a diagram of the current Technology landscape showing applications/services, who uses each, are they on a server or in the cloud, etc.



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RESPONSE #61	In relation to the Paratransit operations, City of Phoenix provides two systems: Trapeze PASS and Clever Devices – CAD/Avtec Radio, which are both City hosted. Trapeze PASS Notification Services is planned to connect to a cloud-based service.		
5	Exh C, P9	<u>Computers</u>	Please confirm the number of workstations/computers the City provides Contractor for the Dispatch and Reservation staff for the Trapeze PASS system
RESPONSE #62	The City does not provide the workstations/computers for the use of Trapeze PASS system.		
14	Exh C, P26	<u>Technology</u>	Please confirm when the City plans to implement the added 'Notifications' system. Will this be a Trapeze or TripSpark system that works with the provided Trapeze PASS v19 system?
RESPONSE #63	The City is currently in the process of implementation and plans to complete the implementation before July 1st, 2022. It will be TripSpark system.		
	Exh J	<u>Labor Relations</u>	Please confirm the provided ATU union agreement for Drivers, Dispatch and Reservationists is the only unionized workgroup for this contract
RESPONSE #64	That is confirmed.		
		<u>Legal</u>	At various times, state, federal, and local governments change laws, rules and regulations which require a company to increase the wages or benefits for the employees that will be employed under this contract. If such an event occurs during the term of the agreement, how will the agency respond for a request for increased compensation. For example, the recent Affordable Care Act legislation significantly affected the level and cost of medical coverage for employees. Since these events cannot be anticipated and the costs are so significant, we need to understand the risk associated with such laws, rules or regulations.
RESPONSE #65	Under Subsection 2.3.6, the Contractor must “fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract...” Cost adjustments are only permitted for the addition or deletion of services under Subsection 3.4.		



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		<u>Legal</u>	Paratransit: Is any part of the program funded by a Covered Entity (as defined under HIPAA), including Medicare and Medicaid?
RESPONSE #66	No.		
		<u>Legal</u>	Paratransit: Will Contractor be required to enter into a HIPAA Business Associate Agreement to provide some of the contracted services?
RESPONSE #67	The City is not aware of any such requirements. Offerors need to consult with their own legal counsel regarding such agreements.		
		<u>Trapeze Data</u>	Request 4 weeks of data from the Trapeze database for a pre-Covid service period that does not include a holiday as well as a second set of data for a 4 week current period by running the SQL query we are providing.
RESPONSE #68	<p>See Exhibit 7- Daily Operations Report JUL-SEP2019 JUL-SEP2021, which is attached to this addendum and incorporated into the solicitation by reference. <i>See also this Addendum, Section 2.</i></p> <p>The City is providing the attached “Daily Operations Report” in lieu of this data, which will be more understandable by any agency, whether or not they use Trapeze PASS. If the data is still required, please follow the path of a Public Records request. Refer to link: https://www.phoenix.gov/pio/public-records-request City of Phoenix Trapeze PASS environment is based on Oracle, and shall be considered in the request.</p>		
1.11	8	Certification	Please confirm this section is referencing page 135, Section 7.5 OFFER, rather than Section 6.5.
RESPONSE #69	The correct reference is Section 7.5. <i>See this Addendum, Section 3.</i>		
		<u>General</u>	Please clarify whether bidders are permitted to use the City of Phoenix’s logo on proposal materials.
RESPONSE #70	The City is very protective of its copywrited Phoenix logo, and would prefer that others not use it.		



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		Price Adjustment	<p>Will the City consider including a provision that provides for price adjustments if Contractor’s costs increase as a result of (i) changes to the scope of work / service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party.</p> <p>Contractor needs price protection for changes requested by the City, or matters that were not contemplated at the time of Contractor’s proposal.</p>
RESPONSE #71	<p>The City does not agree to such revisions. No change to the solicitation is warranted.</p> <p>Under Subsection 2.3.6, the Contractor must “fully observe and comply with all applicable Federal, State, and local laws, regulations, standards, codes and ordinances when performing under this Contract...” Cost adjustments are only permitted for the addition or deletion of services under Subsection 3.4.</p>		
2.5.2	29	Assignment	<p>This section states Assignment requires prior written consent by the City. Will the City consider revising to provide such consent is not to be unreasonably withheld, conditioned, or delayed? An approval of an assignment should not be leveraged.</p>
RESPONSE #72	<p>The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.</p> <p>Please note that under Section 2.5.2, the City may only withhold permission to assign for “good cause.”</p>		



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3.4	36	Addition or Deletion of Services	The section states the City may require the addition and/or change of certain terms and conditions of the Agreement. Will the City consider revising to require the agreement of both the Authority and Contractor for all revisions to the Agreement? One party to a contract should not have the unilateral ability to change the terms of the contract.
RESPONSE #73	<p>The City does not agree to such revisions. No change to the solicitation is warranted.</p> <p>The CITY reserves the right to add and/or delete services under the Contract. If service levels increase or decrease, the cost will be adjusted in accordance with the contract price.</p>		
13.1	102	Experience of Key management Personnel	This section states that “Key management personnel shall have a minimum of three years of recent (within the past five years) experience in their field of expertise managing transit and/or transportation operations of similar size and scope.” Please confirm that time in other transportation industries (waste management, delivery, transportation logistics) count toward the three year requirement.
RESPONSE #74	<p>These other transportation industries are confirmed to be in the field of expertise managing transit or transit operations for purposes of Subsection 13.1, so long as the experience is of similar size/scope and the key personnel meet the other position criteria specified in this subsection.</p>		
5.3.1	80	Commercial General Liability – Occurrence Form	Would the City of Phoenix consider lowering the insurance requirement from 10M to 5M for subcontractors providing sedan service for overload trips?
RESPONSE #75	<p>Section V, Subsection 5.3.1, <i>Commercial General Liability Occurrence Form - General Aggregate</i> is revised from \$10,000,000 to \$5,000,000. See attached Section V, Insurance (Rev1).</p>		
			Can the City share its total and annual budget for this procurement? Providing Offerors with a clear estimate of the budget will benefit the public by allowing for the most competitive procurement process, as Offerors will compete to provide the greatest value for the City’s money.




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RESPONSE #76	All responsive offers will be considered. The CITY will determine the competitive range based on responsive offers received.		
Section 1.34	18	Sub-criteria #1, Bullet #3	The Evaluation Criteria states: "Describe Offeror's experience and proficiency with transit operation technical systems (Trapeze scheduling software, Clever Devices CAD/AVL, or other similar scheduling and CAD/AVL systems)." Can the City confirm whether or not the selected Contractor will be required to work with Trapeze?
RESPONSE #77	The selected contractor will be required to work with the Trapeze software application.		
			Would the City be open to proposals in which the Contractor would utilize a scheduling software system other than Trapeze, if such software can be demonstrated to offer superior value to the City?
RESPONSE #78	Although the selected contractor will be required to work with the trapeze software application, the solicitation provides for Offerors to submit any innovative or technology advancements in trip assignments or delivery of service, subject to City approval. All proposals that are responsive to the requirement set forth in the solicitation will be evaluated on their merits.		
			Is the City interested in responses that include an app-based booking system in addition to phone booking? Under such a model, customers could request rides in real-time using a mobile application.
RESPONSE #79	The solicitation provides for Offerors to submit any innovative or technology advancements in trip assignments or delivery of service, subject to City approval. All proposals that are responsive to the requirement set forth in the solicitation will be evaluated on their merits.		
			What is the anticipated launch date for the services contemplated in this RFP?
RESPONSE #80	The contract services are anticipated to commence or about July 1, 2022. Reference Section I, Subsection 1.1		

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Section 2.8.2.2		Conditions and Causes for Termination	The section states Contractor is obligated to comply with all promises and assurances made during response to procurement. Will the City consider revising such that no verbal agreement or conversation shall affect or modify any of the terms contained in the Agreement? The Agreement shall control the obligations of the parties. No verbal statements shall affect the terms of the Agreement.
RESPONSE #81	<p>The City does not agree to such revisions. No change to the solicitation is warranted.</p> <p>Please note that under Subsection 2.5.1, “Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.”</p>		
Section 4.11		Violation and Breach of Contract - Dispute Resolution	This section states the City has unilateral decision-making authority. Will the City consider revising to provide for dispute resolution via mediation, arbitration, and/or a court of competent jurisdiction? Disputes should not be conclusively determined by either party to the dispute.
RESPONSE #82	<p>The City does not agree to such revisions. These are standard Federal Terms and Conditions. No change to the solicitation is warranted.</p>		
Section 13.4.10	106	Scope of Work - Vehicle Operator Qualifications	This section states a candidate who has a felony conviction shall not be considered for employment subject to limited exceptions. Will the City consider revising to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws? Contractor will make individualized assessments of applicants with criminal histories, but believes automatic disqualification of applicants based on “any felony” violates federal law. Specifically, the U.S. Equal Employment



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			Opportunity Commission (the "EEOC") has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC's enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm
RESPONSE #83	<p>The City does not agree to such revisions. No change to the solicitation is warranted.</p> <p>The City understands your concerns of potential disparity challenges. But the criminal-conviction restrictions applied to the employment of vehicle operators under the solicitation's scope of work, subsection 13.4.10 (and subsection 13.4.11), are job-related and consistent with business necessity, which outweigh such challenges. Vehicle operators will be working directly with vulnerable members of society as they transport them and accept their fare payments. In the interest of public health and safety, these restrictions for the specified felony/misdemeanor convictions (drug offenses, theft, assault, and other significant/serious crimes that are individually assessed to conflict with the position) and the time lengths since conviction reasonably distinguish operators that would pose an unacceptable level of risk to persons with disabilities. For these security reasons, the City also requires maximum background checks under the solicitation's subsection 3.16.</p>		
Certification 4G., Section 5.1	79	DEFENSE AND INDEMNIFICATION	<p>This section states Broad Contractor indemnity including all losses, costs, etc. arising out of or in any way related to the performance of the Agreement, except for the sole negligence of indemnified parties.</p> <p>Will the City consider revising to limit indemnity to Contractor's negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any indemnified party?</p> <p>For damages resulting from the joint negligence of Contractor and an indemnified party, damages should be apportioned on a percentage of fault basis.</p>
RESPONSE #84	<p>The City does not agree to such revisions. This is standard language developed with the City's Finance Department, Risk Management section. No change to the solicitation is warranted.</p>		
Section 4.32	59	Patent Rights and Rights in Data	<p>This section states the City owns all IP.</p> <p>Will the City consider clarifying language to make it clear that only information, data, and materials produced specifically for the City under the Agreement (as</p>



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			<p>opposed to work product created for Contractor’s business generally) is subject of the ownership provisions, and also clarify that software and computer programs licensed by Contractor or otherwise provided by Contractor for the performance of the services will not be owned by the City? Contractor will be licensing software for use in performance of the services. Contractor does not own such software, and the City will not acquire ownership of the software as a result of this agreement (Contractor has no ability to transfer ownership to the City).</p>
RESPONSE #85	<p>The City does not agree to such revisions. These are standard Federal Terms and Conditions. No change to the solicitation is warranted.</p> <p>Please note that under Subsection 3.18, “All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, unless otherwise agreed upon within this Agreement.”</p>		
Section 2.4.6	28	Fund Appropriation Contingency	<p>This section states the Agreement remains in effect only as long as City appropriates funds. Will the City consider a termination for funding issues should be treated in the same manner as a termination for convenience, in which case Contractor should be given 60 days’ advance notice and payment of reasonable close-out costs?</p>
RESPONSE #86	<p>The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted. Please note that Section 2.4.6 provides for termination in accordance with the Contract’s provisions. The Contract provides the conditions and causes for termination under Section 2.8.2 (which requires only 30-day written notice for terminations).</p>		
Section 2.4.7	28	Maximum Prices	<p>This section states Contractor will give best pricing to Customer. Will the City consider deleting this provision? Contractor provides services to clients across North America, and pricing, services, requirements, etc. vary (often significantly) by region and by contract</p>



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			(even within the same region). It is not possible for Contractor to guarantee most favored customer pricing.
RESPONSE #87	The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.		
Section 2.8.2	32	Conditions and Causes for Termination	Termination for Convenience Will the City consider revising to provide for a minimum of 60 days' advance notice and payment of Contractor's reasonable close-out costs? Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).
RESPONSE #88	The City does not agree to such revisions. These are City of Phoenix Standard Terms and Conditions. No change to the solicitation is warranted.		
Section 5.3.3	81	Auto Physical Damage Coverage	This section states: The policy must provide coverage for damage to busses during transport to the designated destination. Comprehensive & Collision: Replacement value of the bus. [Offeror] is self-insured for damages to busses over the road. The requirement for replacement cost coverage is not industry standard. Depending on the age of the bus fleet, [Offeror] could be placed in a position of buying a 2022 bus to replace a bus that is much older. This should be contemplated in the bid price if accepted. Would the City please change this language to actual cash value?
RESPONSE #89	Section V, Subsection 5.3.3, <i>Auto Physical Damage Coverage – Comprehensive and Collision</i> , is revised from "Replacement value of the bus" to "Actual cash value of the vehicle." See attached Section V, Insurance (Rev1) .		
Section 5.3.3	81	Auto Physical Damage Coverage	Please provide the replacement cost value for the vehicles in the fleet.
RESPONSE #90	The current cost to replace paratransit vehicles is \$107,000 per unit.		



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Exhibit C	18	Technical Requirements – Onboard Equipment...	What is the model of Greyhawk in place? You mention future changes to Greyhawk display – does that mean a change of display only or to a different model or solution in total? Is there any interest in changing to another solution?
RESPONSE #91	Model: GH7, Changes may include different solution under the same vendor. The solicitation provides for Offerors to submit any innovative or technology advancements in trip assignments or delivery of service, subject to City approval. All proposals that are responsive to the requirement set forth in the solicitation will be evaluated on their merits.		
Exhibit C	26	Technical Requirements – Automated Scheduling & Dispatch Software ...	Do you have an estimate as to when Notifications (SMS, voice alerts) will be live? Is Tripspark deploying that software in concert with City?
RESPONSE #92	The notification system will Go Live prior to July 1, 2022.		
Attachment A		Price Schedule	Will the Contractor and Agency by mutual agreement be able to adjust rates if service changes by some defined threshold such as +/- 10% of the revenue hours defined in the Price Schedule?
RESPONSE #93	No. The CITY reserves the right to add and/or delete services under the Contract. If service levels increase or decrease, the cost will be adjusted in accordance with the contract price.		
Section 6	88	Contractor Facility	Camera system – is it a facility camera or the whole building? Inside and outside cameras? Does it require audio?
RESPONSE #94	Offerors shall determine video surveillance equipment necessary for compliance. See Section VI (Scope of Work), Subsection 6 (Contractor Facility).		
Section 13.3	105	Field Supervision	RFP mentioned having 3 field supervisors during peak hours – do you mean Road Supervisors only? Can it be managers?

	SOLICITATION ADDENDUM #2	CITY OF PHOENIX PUBLIC TRANSIT DEPT 302 North 1st Ave. Suite 900 Phoenix, AZ 85003
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RESPONSE #95	The requirement for three Field supervisors/Road Supervisors is separate from the Key Management Personnel required by Section VI (Scope of Work), Subsection 13.1 (Experience of Key Management Personnel). See this Addendum, Section 3.		
Exhibit J			We understand that the current contractor is in negotiations with the union for the first several years into the new term. Could you please provide the MOU to all bidders to contemplate within their proposal responses?
RESPONSE #96	See Exhibit J for the current Contractor's existing Collective Bargaining Agreement.		
		COVID-19 Claims	Will the City consider indemnifying and reimbursing the selected contractor for all COVID-19 related claims, or reimbursing the provider for any costs related to quarantines?
RESPONSE #97	The City does not agree to such revisions. No change to the solicitation is warranted.		
		Financial	Please confirm if audited financial statements specific to the entity submitting the proposal are required.
RESPONSE #98	Financial Statements are not required for this solicitation.		

2. The following Exhibits are added to this solicitation:

- Exhibit 1 – DAR Monthly Invoices OCT2020 – SEP2021 (See Response #5)
- Exhibit 2 – Telephone Performance OCT2020 – SEP2021 (See Response #26)
- Exhibit 3 – September 2021 Monthly Staffing Level Count (See Response #32 & 38)
- Exhibit 4 – DAR Monthly Management Reports JUL-SEP2021 (See Response #34)
- Exhibit 5 – DAR Operation Statistics FY2017 - FY2022 (See Response #46)
- Exhibit 6 – DAR Liquidated Damages FY2020 - FY2022 (See Response #47)
- Exhibit 7 – Daily Operations Report JUL-SEP2019 JUL-SEP2021 (See Response #56)
- Exhibit 8 – Possible Areas for DBE-Small Business Outreach (See Response #17)

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3. The solicitation is further amended as follows:

- Section I, Subsection 1.11, *Certification*, is corrected -
 - **From:** By signature in the offer section of the Offer page (Section 6.5);
 - **To:** By signature in the offer section of the Offer page (**Section 7.5**)
- Section III, Subsection 3.16.10, *Badge Fees*, is removed from the solicitation in its entirety
- Section V, *Insurance and Indemnification*, is replaced with the attached Section V, *Insurance and Indemnification (Rev1)*
- Section VI – Scope of Work, Subsection 13.1, is amended to read:
 - 13.1 Experience of Key Management Personnel
 Contractor shall maintain the key management personnel identified in its proposal for a minimum of 18 months from the Contract start date unless they resign their employment with Contractor. **Each key management personnel position must be filled by a separate individual.** Key management personnel shall include, at a minimum the following:...”
- Subsection 7.3, *Addenda Certification*, is replaced with the attached Subsection 7.3 (Rev1)

The balance of the RFP specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of **all** addenda by signing the Addenda Certification form (Section 7.3), on page 131 of the RFP, and submitting the form with their proposal.



Dorothea DePrisco, Assistant Corporate Secretary

November 16, 2021

Attachment to 7.4 Contract Disclosure Form

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

Parent Company

MV Transportation, Inc.

Owners of MV Transportation, Inc.

Alex Lodde (individually and through the Alexis Lodde Family Trust)

Feysan Lodde (individually and through the Feysan Lodde Family Trust)

Subsidiaries of MV Public Transportation, Inc.

N/A

Board Members

Lisa Winston-Hicks, Chairman of the Board

Alexis Lodde, Director

Feysan Lodde, Director

John Rogers, Director

Scott Letier, Director

Tom Egan, CEO

Executive Committee

N/A

Corporate Officers

Tom Egan, Chief Executive Officer

Mark Collins, President / Chief Operating Officer

Marie Graul, Chief Financial Officer

Emily Somerville, Vice President, Associate General Counsel, and Corporate Secretary

Dorothea DePrisco, Assistant Corporate Secretary

Proposers may insert lines as needed where applicable to "Other" lines below. Proposers may enter pricing, include notes as needed to clarify, and only modify formulas to the extent necessary for such additional "Other" lines. Any other modifications to the Price Proposal may cause the City to deem the proposal non-responsive.

Proposer Name:	MV Transportation, Inc.
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All prices are firm and fixed for the term of the Contract. On July 1st of each fiscal year, the cost will be adjusted according to the fee schedules listed below.

GRAND TOTAL								FEE SCHEDULE 2 - The CITY will utilize this fee schedule to appropriately compensate the Contractor for total annual vehicle service hours in the provision of Phoenix Dial-a-Ride service.							
Total Fixed Cost Component								The Proposer shall provide a cost per service hour for each year based on the estimated total allotted annual service hours listed below.							
Total Cost Per Hour Component								COST PER HOUR COMPONENT							
Total Overflow Service															
FEE SCHEDULE 1 - Provide an annual fixed cost per items listed below.															
FIXED COST COMPONENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	
1- Management Salaries	\$ 300,000	\$ 307,500	\$ 315,188	\$ 323,067	\$ 331,144	\$ 339,422	\$ 347,908	Vehicle Operator Wages	\$ 7,124,398	\$ 7,197,094	\$ 7,356,763	\$ 7,577,687	\$ 7,855,596	\$ 8,238,932	\$ 8,510,142
Management Fringes/Indirect	\$ 33,766	\$ 34,814	\$ 35,898	\$ 37,020	\$ 38,181	\$ 39,383	\$ 40,628	Vehicle Operators Fringes/Indirect	\$ 3,472,884	\$ 3,590,286	\$ 3,723,201	\$ 3,893,164	\$ 4,076,345	\$ 4,283,066	\$ 4,470,622
2- Supervisory Salaries/Wages	\$ 808,226	\$ 828,432	\$ 849,143	\$ 870,372	\$ 892,131	\$ 914,434	\$ 937,295	Parts/Materials	\$ 334,461	\$ 349,526	\$ 365,264	\$ 381,766	\$ 399,051	\$ 418,496	\$ 435,432
Supervisory Fringes/Indirect	\$ 140,436	\$ 145,698	\$ 151,180	\$ 156,891	\$ 162,843	\$ 169,046	\$ 175,511	Other (Specify)							
3- Dispatch Wages	\$ 495,232	\$ 510,089	\$ 525,392	\$ 541,154	\$ 557,388	\$ 574,110	\$ 591,333	Total Expenses	\$ 10,931,743	\$ 11,136,906	\$ 11,445,228	\$ 11,852,617	\$ 12,330,992	\$ 12,940,494	\$ 13,416,196
Dispatch Fringes/Indirect	\$ 130,164	\$ 135,924	\$ 141,801	\$ 147,945	\$ 154,368	\$ 161,084	\$ 168,107	Total Estimated Annual Service Hours	326,490	328,141	329,763	331,412	333,069	335,811	335,876
4- Reservationist Wages	\$ 604,848	\$ 622,993	\$ 641,683	\$ 660,933	\$ 680,761	\$ 701,184	\$ 722,220	Total Cost per Service Hour	\$ 33.48	\$ 33.94	\$ 34.71	\$ 35.76	\$ 37.02	\$ 38.54	\$ 39.94
Reservationist Fringes/Indirect	\$ 199,881	\$ 209,011	\$ 218,319	\$ 228,060	\$ 238,254	\$ 248,922	\$ 260,088	FEE SCHEDULE 3 - The Proposer shall provide cost for subcontracting an overflow service for those trips that cannot be accommodated in the Contractor's schedule due to capacity, for emergency situations, or after/before general hours of operation.							
5- Maintenance Wages	\$ 815,234	\$ 835,615	\$ 856,505	\$ 877,918	\$ 899,866	\$ 922,363	\$ 945,422	OVERFLOW SERVICE (Choose one)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Maintenance Fringes/Indirect	\$ 171,497	\$ 177,686	\$ 184,125	\$ 190,826	\$ 197,800	\$ 205,059	\$ 212,617	Cost per Trip							
6- Facility Lease/Depreciation	\$ 506,787	\$ 508,497	\$ 510,259	\$ 512,074	\$ 513,943	\$ 515,862	\$ 517,834	Estimated Annual Trips	19,589	19,688	19,786	19,885	19,984	20,149	20,153
7- Operating Expenses	\$ 531,392	\$ 467,410	\$ 482,665	\$ 499,349	\$ 515,477	\$ 533,062	\$ 548,924	Total Annual Cost per Trip	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8- Maintenance Shop Expenses	\$ 137,784	\$ 123,338	\$ 119,594	\$ 119,232	\$ 135,161	\$ 135,161	\$ 135,161	Cost per Revenue Hour	\$ 56.14	\$ 58.00	\$ 60.61	\$ 63.34	\$ 66.19	\$ 69.16	\$ 72.28
9- Computer Hardware/Software	\$ 142,872	\$ 144,325	\$ 148,421	\$ 140,265	\$ 154,896	\$ 158,478	\$ 163,335	Estimated Annual Revenue Hours	16,325	16,407	16,488	16,571	16,653	16,791	16,794
10- Insurance	\$ 835,259	\$ 890,147	\$ 950,558	\$ 1,017,232	\$ 1,090,775	\$ 1,175,658	\$ 1,259,442	Total Annual Revenue Hours	\$ 916,389.30	\$ 951,592.72	\$ 999,331.33	\$ 1,049,522.74	\$ 1,102,235.03	\$ 1,161,317.64	\$ 1,213,813.58
11- Support Services/Overhead	\$ 1,063,071	\$ 874,451	\$ 899,329	\$ 929,364	\$ 965,727	\$ 998,803	\$ 1,035,258	Cost per Revenue Mile							
12- Management Fee	\$ 1,352,999	\$ 1,360,257	\$ 1,398,957	\$ 1,445,677	\$ 1,502,243	\$ 1,553,693	\$ 1,610,401	Estimated Annual Revenue Miles	21,875	21,985	22,094	22,205	22,316	22,499	22,504
13- Other (Specify)								Total Annual Revenue Miles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 127,367	\$ 119,149	\$ 110,853	\$ 102,541	\$ 98,659	\$ 92,648	\$ 90,541	TOTAL	\$ 916,389.30	\$ 951,592.72	\$ 999,331.33	\$ 1,049,522.74	\$ 1,102,235.03	\$ 1,161,317.64	\$ 1,213,813.58
Total Fixed Expenses	\$ 8,396,816	\$ 8,295,337	\$ 8,539,871	\$ 8,799,921	\$ 9,129,617	\$ 9,255,120	\$ 9,589,535								
Total Operating Months	12	12	12	12	12	12	12								
Fixed Cost per Month	\$ 699,735	\$ 691,278	\$ 711,656	\$ 733,327	\$ 760,801	\$ 771,260	\$ 799,128								

**MV Transportation Inc.
Optional Costs**

OPTIONAL FIXED COSTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Pass App Licensing and deployment	\$ 134,317	\$ 67,244	\$ 69,262	\$ 71,339	\$ 73,480	\$ 75,684	\$ 77,954
Pathways as a service	\$ 246,743	\$ 102,508	\$ 107,634	\$ 113,016	\$ 118,666	\$ 124,600	\$ 130,830
Innovative Mobility Services Modeling and Planning	\$ 5,686	\$ 5,790	\$ 5,964	\$ 6,143	\$ 6,327	\$ 6,517	\$ 6,712