



**Request for Proposal
RFP-4246-16-SH**

**GRAND VALLEY TRANSIT (GVT)
OPERATIONS SERVICES**

RESPONSES DUE:

July 12, 2016 prior to 2:30 P.M. Local Time

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt, Senior Buyer

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This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

SECTION 1 – INTRODUCTION

1.1 INTRODUCTION

The Board of County Commissioners of Mesa County, Colorado (the “County”), by and through its Purchasing Department, on behalf of the Mesa County Regional Transportation Planning Office (“RTPO”), is accepting proposals from qualified entities to provide all services associated with the operation of a Fixed Route Transit Service and Dial-A-Ride with Complementary ADA Paratransit Service (collectively “Transit Service”). The Transit Service is funded by the Grand Valley Regional Transportation Committee (“GVRTC”) as well as Federal Transit Administration (“FTA”) grant funds as specified in this Request for Proposal Number 4246-16-SH (“RFP-4246-16-SH”).

The Transit Service will operate out of the Grand Valley Transit (“GVT”) Downtown Transfer Facility located at 525 S. 6th Street, 1st Floor, Grand Junction, CO and the GVT West Transfer Facility located at 612 24 ½ Road, Grand Junction, CO, as well as a driver area at the City of Grand Junction Fleet Department located at 333 West Avenue, Building I, Grand Junction, CO, which is also the location where the buses are stored.

A contract (the “Contract”) shall be awarded by the County pursuant to this RFP, and it shall be executed by the County and the successful proposer (the “Contractor”) on or before October 3, 2016, unless such date is changed in writing by County. The initial term of the Contract shall run from January 1, 2017 through December 31, 2019 (the “Base Term”), unless otherwise terminated pursuant to terms of the Contract. The County, in its sole discretion, reserves the right to renew the Contract for seven one-year option terms as listed below at pricing negotiated into the Contract (individually “Option Term” and collectively “Option Terms”). For accounting purposes, the Base Term and the Option Terms shall consist of ten specific annual budget periods as follows:

Base Term: Thirty-six (36) month Base Term consisting of three (3) Budget Periods

Budget Period 1: 1/1/2017 through 12/31/2017

Budget Period 2: 1/1/2018 through 12/31/2018

Budget Period 3: 1/1/2019 through 12/31/2019

Option Terms: Seven (7) Option Terms each equal to twelve (12) month Budget Periods

Budget Period 4: 1/1/2020 through 12/31/2020

Budget Period 5: 1/1/2021 through 12/31/2021

Budget Period 6: 1/1/2022 through 12/31/2022

Budget Period 7: 1/1/2023 through 12/31/2023

Budget Period 8: 1/1/2024 through 12/31/2024

Budget Period 9: 1/1/2025 through 12/31/2025

Budget Period 10: 1/1/2026 through 12/31/2026

The County may extend the term of the Contract for an Option Term on an annual basis by written notice to the Contractor of the County’s intent to exercise its option to extend the Contract (the “Option Notice”) within 60 calendar days prior to expiration of the Base Term or then current Option Term.

1.2 CONTRACTUAL RELATIONSHIP

The information in this RFP is not intended to completely define the proposed contractual relationship to be entered into by the County and the Contractor. Proposers are advised to read carefully the Contract Form that is attached hereto and incorporated herein as

Attachment C. The terms of the Contract Form may be amended at the sole discretion of the County at any time during the RFP process and/or prior to Contract award by written notice to the Proposers.

1.3 BACKGROUND

In the early 1980s, transportation services in Mesa County were limited to social service agencies providing service to the elderly and disabled, and small taxi services. One such organization, Community Systems Inc. ("CSI"), ceased operation in 1981, leaving its senior programs, including transportation, in question. With the demise of CSI, the City of Grand Junction began to provide direct transportation services formerly provided by CSI. After several months, the County was asked to take over that effort. The program then was transferred to the County's Community Action Agency for day-to-day administration.

In late 1981, local taxicab operators proposed to provide an experimental mass transit operation for the citizens of Mesa County. The program, called the STAGE, cost approximately \$282,000 for operation in 1982. This program was unsuccessful due to low ridership and the resulting high cost per ride.

Ridership evaluation indicated that the major users were the 60 year old and over population and the disabled. The County desired that a system be developed to respond specifically to this target population. In 1983, the Elderly and Handicapped Transit Program were developed. The first five-year plan or Transit Development Plan (TDP) called for a centralized "broker" approach to transit planning and delivery. The Mesa County Transportation Coalition was formed with its members representing private and public transit providers. The group was a blend of profit and not-for-profit organizations. The Coalition formed the transit advisory group and became the focus point for all transit related issues for the community. Utilizing grants from the Urban Mass Transportation Administration (now FTA), Mesa County continued to fund all public transit programs.

As the program expanded during the late 1980's, it was able to respond to increasing demand from the E&H community through more efficient operations of public programs and expansion of the Coalition. Coalition members were able to access the capital equipment through the County and FTA that allowed them to "help themselves" with E&H transit, rather than depending on the County.

In 1989, the County, as part of an overall strategic plan and re-organization, identified several non-mandated services that it wanted to "spin-off" to the private sector or other areas in the community. Among those considered was transit.

Several public workshops were held to determine and evaluate the alternatives to Transit Service delivery outside the structure of Mesa County government. Private transit providers, human service agencies, users, elected officials and other interested citizens participated in the workshops. There was a consensus that the alternative of utilizing a private non-profit entity as the lead agency with the responsibility for service delivery (either directly or through contracts) was the most desirable for the community.

The Mesa County Transportation Coalition then formed a non-profit corporation named MesAbility, Inc., with the mission to "provide a community transit program for Mesa County residents that is responsive to their current and changing transportation needs." MesAbility, Inc. started providing services to the elderly and handicapped on January 1, 1991, under a contract with the County for its funding and other support.

In order to comply with FTA regulations, Paratransit Services were put out for bid in 1997. As the time drew near for a new Transit Development Plan (“TDP”), it was decided that the Grand Valley Metropolitan Planning Organization (the “MPO”) was the logical agency to take on this task. The MPO is a transportation planning agency set up by the Governor on behalf of the County and the City of Grand Junction in order to plan for and receive transportation funding from the federal government, through both the Federal Highway Administration (“FHWA”) and the FTA.

The recommendation of the 1998-2002 TDP was to increase local government funding of the elderly & handicapped program, increase the user-side subsidy program to include welfare to work clients and to incrementally supplement these services with a limited fixed-route public transit system by the year 2000. Following the adoption of the TDP, the GVRTC was formed to provide policy guidance and directions, as well as funding for the GVT system. The RTPPO oversees the day to day operation of the GVT contract. Though the resulting GVT system provided more service than outlined in the plan, the service became a reality in February of 2000.

In 2010, the RTPPO contracted Cambridge Systematics, Inc. to prepare the 2040 Regional Transportation Plan for Mesa County, the Grand Valley Transportation Planning Region and the Grand Valley MPO. This is the transit planning document for the GVRTC. The Colorado Department of Transportation (CDOT) uses the 2040 Regional Transportation Plan in evaluating and approving grant applications for capital and operating funds from the FTA.

1.4 GOALS AND OBJECTIVES

1.4.1 It is the aim of the County to provide effective and efficient public transportation; enhance overall transportation capacity; reduce traffic congestion, air pollution and the use of petroleum fuels; and improve the quality of urban development.

The goals are:

- Provide a high quality, safe and secure public transportation system.
- Operate a system that is sensitive to the needs of seniors and persons with disabilities.
- Operate as effectively as possible.
- Operate as efficiently and economically as possible to provide service at lowest cost to both passengers and taxpayers.
- Achieve a high level of customer service and effective communication with passengers, general public, news media, and community leaders.
- Provide greater mobility throughout the region by providing better access to public facilities and local and regional destinations.
- Avoid use of private automobiles for as many trips as possible, thus minimizing congestion and air pollution.

1.4.2 The transit system adheres to a set of objectives by which progress towards achieving these goals can be measured. These objectives fall into four broad categories that address level of service, efficiency and economy, safety, and communications:

- The system seeks to reach potential riders by initiating new or improved service

whenever possible and operating in concert with passenger demand.

- Reduce operating costs, simplify fare structures, coordinate Transit Services, improve operating efficiency, and involve private sector in the provision of public transportation to enhance system productivity.
- Safety of passengers and employees is sought through well-maintained equipment, regularly monitored vehicles, and the use of reasonable risk control techniques.
- Good public communications is an important responsibility for the system both in terms of publicizing Transit Services and obtaining valuable information about transportation demand and passenger needs. Cooperating with public agency developed marketing program, coordinating with other local and regional transportation agencies, incorporating community input promotes transit use regionally.
- Each transit contractor to the County is expected to strive to achieve these goals and objectives.

1.5 SCHEDULE OF EVENTS

The schedule outlines the tentative schedule of major activities of the RFP process. The County reserves the right to amend this schedule if necessary.

Date	Event
May 31, 2016	Notice of RFP posted at www.rockymountainbidsystem.com and www.gjcity.org .
June 14, 2016	Pre-proposal conference 9:00 A.M. local time
June 14, 2016	Facility site visits immediately following pre-proposal
June 23, 2016	Last date for submission of written inquiries 12:00 P.M, noon local time
June 30, 2016	Response to inquiries by formal Addendum
July 12, 2016	Proposal package submission deadline 2:30 P.M. local time
July/August, 2016	Proposal interviews if requested
August 22, 2016	Notice of award recommendation
September/October, 2016	Startup period, if needed
January 1, 2017	Contract start date

1.6 SOLICITATION TRANSPARENCY POLICY

Beginning on the date this RFP is issued and until the date the Contract is awarded or the RFP is withdrawn, all persons or entities that respond to this RFP to operate Transit Service, including their authorized employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or

attorneys, (collectively, "Proposers") shall refrain from any direct or indirect contact with any person (other than the designated Contracting Officer) who may play a part in the selection process, including members of the evaluation panel, the County Manager, Department heads, and the Chair and other members of the Mesa County Board of County Commissioners. As long as the RFP is not discussed, Proposers may continue to conduct business with the County and discuss business that is unrelated to this RFP with County staff.

1.7 PRE-PROPOSAL CONFERENCE

Proposers may have a representative attend the recommended pre-proposal conference. The pre-proposal conference will be held **Tuesday, June 14, 2016, 9:00 A.M.** local time, at **525 South 6th Street, 2nd Floor conference room**, Grand Junction, Colorado 81501. The terms, conditions, and scope of work will be reviewed and discussed.

Technical questions will not be addressed at the pre-proposal conference or at the site visit described below, but they may be submitted in writing in accordance with RFP Section 3.1 "Inquiries." Nothing stated during the pre-proposal conference and/or site visit will modify the solicitation. Only information provided in an addendum can modify the solicitation.

1.8 SITE VISIT

A one-time walk-through site visit of the facilities will be conducted immediately following the pre-proposal conference. Proposers will receive site visit information and directions at the pre-proposal conference. Proposers will have an opportunity to review a contingent of the vehicles immediately after the facility walk-through. Submission of a proposal will be prima facie evidence that the Proposer is, in fact, aware of all facility and vehicle conditions affecting performance and proposal prices.

1.9 DEFINITION OF KEY TERMS (Unless otherwise defined herein)

Americans with Disabilities Act of 1990 (ADA): FTA grantees are required to comply with Title I and Title II of the Americans with Disabilities Act of 1990 ("ADA"), which states in part that no entity will discriminate against an individual with a disability in connection with the provision of transportation service. The ADA sets forth specific requirements for vehicle and facility accessibility and the provision of complementary Paratransit Service.

Authorized Signee: The person who is executing the Contract for the Proposer and is authorized to bind the Proposer.

Automated Passenger Counter (APC): An automated means of counting boarding and alighting passenger.

BAFO: Best and Final Offer.

Certification: This term generally refers to the award of eligibility status to an applicant who has applied to use complementary Paratransit Service.

CFR: Code of Federal Regulation.

County: The Mesa County Board of County Commissioners

Contract: The legal agreement to be negotiated and executed by and between the

County and the successful Proposer for the Work described in this RFP.

Contract Administrator: The County employee assigned to ensure compliance with the terms of the Contract.

Contracting Officer: The contact person responsible for all matters regarding this RFP.

Contractor: A successful Proposer who enters into a Contract with the County to provide the services specified in this RFP.

Deadhead (Miles and Hours): Refers to either miles or hours when a vehicle is not in revenue service including travel from the garage to the beginning of revenue service and return travel to the garage at the completion of revenue service (or other times that the vehicle is down or unavailable for revenue service).

Fiscal Year: A year that begins on January 1 and ends in the following year on December 31.

FTA: Federal Transit Administration.

Fixed Hourly Rate: Also referred to as the rate per Vehicle Service Hour (VSH): The hourly fee paid to Contractor for each vehicle Revenue Service Hour, as set forth in this RFP.

Fixed Monthly Rate: A fixed dollar amount per month paid by the County to Contractor to compensate Contractor for its profit, overhead, and fixed costs to operate the transportation services, as set forth in this RFP.

Fixed Route Services: Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick-up and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations.

Headway: The time interval between vehicles moving in the same direction on a particular route.

Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, the County may direct a reduced level of services on unofficial holidays and during holiday periods.

Layover / Recovery Time: The time scheduled at the end of the route before the departure time of the next trip

May: Indicates something that is not mandatory but permissible (or the month of May, as applicable).

Missed Trip: A scheduled trip that did not operate for a variety of reasons including operator absence, vehicle failure, dispatch error, traffic, accident or other unforeseen reason.

Non-revenue Vehicle: A vehicle that is used to support Transit Services but is not used

in Revenue Service.

Operating Revenues: As used herein, the term "operating revenues" shall mean and include all revenues derived from the operation of the GVT Service limited to passenger fares, advertising fees and proceeds from outside sales. All operating revenues shall accrue to the interest free account of the Contractor, and shall be retained by the Contractor to defray the costs of provided service in response to this RFP.

Operators: The personnel (other than security agents) scheduled to be aboard vehicles in revenue operations.

Paratransit Service: The ADA Paratransit service is for persons with physical, cognitive, emotional, visual or other disabilities which functionally prevent them from using the public fixed-route bus system, either permanently or at certain times of the year.

Passenger Fares: The revenue earned from carrying passengers in regularly scheduled fixed route, paratransit and dial-a-ride services.

Performance: The ability of a Proposer to comply with the required Scope of Work and specifications and to function in a reliable and otherwise satisfactory manner under actual operating conditions. Also, the ability of a Proposer to comply, during the expected Contract life, with all contractual terms and conditions specified in this RFP.

Preventative Maintenance Costs: All the activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner, up to and including the current state of the art for maintaining such asset.

Proposal: A written document submitted by a Proposer in response to the Request for Proposals.

Proposer: Any person or firm submitting a competitive proposal.

Revenue Service: The time when a revenue vehicle is available to the general public and there is an expectation of carrying passengers.

Revenue Service Hour: Any sixty minute increment of time that a revenue service vehicle is operated by the Contractor in revenue service on routes designated by the County. Mesa County defines Revenue Service Hour for fixed route as first stop/transfer point to last stop/transfer point. For Paratransit Service, which is origin to destination, is defined as first pick up to last drop off. Define the portion thereof as "to the nearest tenth of an hour." Revenue service excludes deadhead, vehicle maintenance testing, driver training, fueling, etc.

Revenue Mile: The miles operated when a vehicle is available to the general public and there is an expectation of carrying passengers who directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

Revenue Vehicle: The rolling stock used to provide revenue service for passengers.

Shall, Will, Must: Indicates a mandatory requirement.

Vehicle Hours (Miles): The hours (miles) that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

Work/Service: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities, and support used by Contractor in accordance with achieving the specification and requirements for which the County has contracted with the Contractor as called for by the Contract and necessary to the completion thereof.

Working Days: Normal business days of County offices in addition to Saturdays unless otherwise specifically noted. Excludes holidays as defined under Section 2.1.4 below.

SECTION 2 – SCOPE OF WORK

It is the County's desire that the Transit Services be provided in the most efficient and cost effective manner without compromising service quality. If there are requirements that are included in the Scope of Service that could be modified to reduce cost or improve quality, please identify those areas and note the potential savings as part of your proposal.

If any Transit Services performed hereunder or equipment provided hereunder are not in conformity with the requirements of this Contract, the County shall have the right to require Contractor to immediately take all necessary steps to ensure future performance of the Transit Services in conformity with the requirements of this Contract; and reduce the Contract price to reflect the reduced value of the actual scheduled revenue hours performed.

In the event Contractor fails promptly to take necessary steps to ensure future performance of the Transit Services is in conformity with the requirements of the Agreement, the County shall have the right to terminate this Agreement for default.

2.1 SERVICE OVERVIEW

2.1.1 Service Area

Mesa County, and specifically the greater Grand Junction area, is served by GVT, contracted through Mesa County. GVT serves the Cities of Fruita and Grand Junction, and the Town of Palisade Service area using approximately 26 buses, including paratransit cutaways and spares. The GVT Service utilizes a mixed fleet of body on chassis buses, cutaways and 40' low-floor buses, operating on a 60 minute frequency in a pulse/timed-transfer setting. Buses meet at three transfer points—Downtown Operations & Transfer Facility (Grand Junction), Clifton Transfer Station (Clifton), and West Transfer Facility (Grand Junction). The service area is shown on the Grand Valley Transit website: <http://gvt.mesaCounty.us/maps/>

2.1.2 Adjustment to Service

The County reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing scheduled revenue hours or frequency of service. Scheduled revenue hours and revenue miles are determined by the County. The estimated revenue miles and hours are:

- Fixed Route Services are estimated to be 54,000 hours and 835,000 miles.
- Paratransit and Dial-A-Ride Services are estimated to be 9,400 hours and 130,000 miles.

Proposer shall use the County's Price Proposal forms included in RFP Section 8. Prices must be given for each contract year for the Transit Service.

2.1.3 Service Hours

2.1.3.1 Fixed Route Service

GVT operates Monday through Saturday, except during the six recognized holidays as set forth in Section 2.1.4. Buses run every hour beginning at approximately 4:45 a.m. and operate until approximately 8:35 p.m. Monday through Saturday and no service on Sundays. There are currently twelve Fixed Routes serving the Cities of Fruita and Grand Junction, and the Town of Palisade, and all buses are equipped with wheelchair lifts or ramps and bike racks.

2.1.3.2 Dial-A-Ride Service

The Dial-A-Ride service serves the Redlands area and operates the same hours as the Fixed Route Service and trips are combined with Paratransit whenever possible.

2.1.3.3 Complementary ADA Paratransit Service

GVT operates origin to destination service and from any point within 3/4 mile boundary from the fixed route system. GVT Complementary ADA Paratransit Service is provided to those persons who are unable to travel on the traditional fixed-route system. Complementary paratransit riders must qualify under the American Disabilities Act, and become certified riders. Operating hours are the same as the Fixed Route Service.

The Contractor shall provide the Transit Services in a safe, courteous, and reliable manner in accordance with route and trip schedules provided by the County.

2.1.4 Holiday Schedule

The County reserves the right to operate modified service as deemed appropriate in conjunction with holiday schedules with one (1) week notice to the Contractor. The six holidays observed by GVT are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No service is currently provided on these six (6) holidays.

2.1.5 Passenger Service and Community Engagement

The County's residents and transit passengers are not mere customers that consume a particular product or service (i.e., Transit Service). Such a view of residents and transit passengers devalues the very substantive, collaborative, and responsible role they play in co-creating the County's public Transit Services. The County's residents and passengers must be thought of as partners regardless of the nature of the interaction. This relationship enhances the standard principles that define good customer service and it seeks to forge a fuller, more equal, and more engaged relationship with residents and passengers.

The Contractor's unequivocal mission is to ensure a pleasant, comfortable, safe,

and engaging operating environment for passengers on-board in-service buses as well as at all interface points with transit facilities (e.g., bus stops, transit facilities, etc.). The Contractor shall also ensure transit operations and employee conduct is respectful of residents and their homes and/or businesses.

2.1.6 Service Efficiency
Fixed Route

Contractor shall implement practices to maximize service efficiency. The County's standard for one-way passenger trips per Vehicle Revenue Hour for Fixed Route service is 18.0. This standard is based on the average from 2007-2015.

Paratransit

Contractor shall implement scheduling practices to maximize service efficiency and ensure compliance with ADA requirements and the County's ADA policy. The County's standard for completed one-way passenger trips per Vehicle Revenue Hour for ADA Paratransit Service is 2.0. This standard is based on the average from 2007-2015.

2.1.7 On-Time Performance
Fixed Route

On-time performance for Fixed Route is calculated using arrival times at captured designated time points within the Vehicle Management System. A bus is considered on time if it arrives at a time point either before, at, or up to five (5) minutes past the scheduled time. A bus is considered late if it arrives at a time point six (6) or more minutes past the scheduled time. Performance will be measured on a monthly basis using an aggregate of time point data for all fixed routes. The on-time performance standard is 93% or above.

Paratransit

Contractor shall schedule service and manage operations to maximize the number of customers picked up within 15 minutes before or after their scheduled pickup time. County's standard for On-Time performance is 93% or above. A passenger trip will be considered late if the bus arrives for the scheduled pickup 20 minutes or more after the scheduled pickup time (5 minutes or more beyond the end of the pickup window). A trip will be considered "hot" if the bus arrives before the beginning of the pickup window. Passengers will not be picked prior to the beginning of the pickup window unless agreed to by the passenger.

2.1.8 Paratransit Passenger Ride Time

One-way paratransit trips will be conducted in time frame that is equivalent to the duration for the same trip on fixed route. For example, if a one-way trip on fixed route took one hour and 45 minutes, a paratransit passenger requesting the same one-way trip may spend up to one hour and 45 minutes on a vehicle.

2.2 SERVICE DESCRIPTION

This RFP is for the provision of fixed route, paratransit and dial-a-ride Transit Services. The following service levels are projected for the Contract during the Base Term and seven (7) Option Terms of this Contract and are to be used by all proposes for purposes of costing. Actual service levels may be adjusted either up or down by the County pursuant to the terms of the Contract. At any time, the County may require the Contractor to increase or decrease the number of Revenue Hours provided. If the increase or

decrease in Revenue Hours operated does not exceed 10% of the estimated hours identified in the Agreement in any one year, the rates proposed by the Contractor shall remain in effect. If the cumulative change in vehicle service hours, as requested by the County, exceeds 10% in any one year, the County and Contractor may request negotiation of new rates of compensation. Any change in the rates of compensation shall be directly attributable to changes in the cost of operations as a result of the change in the volume of service provided.

2.2.1 Estimated Total Annual Scheduled Revenue Hours and Miles

2.2.1.1 Fixed Route Services are estimated to be 54,000 hours and 835,000 miles.

2.2.1.2 Paratransit and Dial-A-Ride Services are estimated to be 9,400 hours and 130,000 miles.

2.2.2 Alternate Total Annual Scheduled Revenue Hours and Miles

The County is also requiring bids in addition to the Estimated Total Annual Scheduled Revenue Hours and Miles listed above.

2.2.2.1 Fixed Route Services at a 10% and 20% increase, and a 10% and 20% decrease.

2.2.2.2 Paratransit Services and Dial-A-Ride Services at a 10% and 20% increase, and a 10% and 20% decrease.

2.2.3 Special Event Service

As directed, the Contractor will be required to provide special event Transit Service requested by the County. These services will vary during the term of the Contract and may include using buses and personnel for marketing purposes and emergency responses and evacuations. For these events, the Contractor shall provide increased levels of management, administration, planning and oversight during the preparations and provision of such specialized service. The Contractor shall invoice the County separately for special event services at the established rate per service hour. The Contractor shall be reimbursed for the time from leaving the transit facility to the time of return to the transit facility for each bus used. The rate per service hour shall also include any ancillary services (e.g., road supervision, dispatch, etc.) required to complete each request.

2.3 COUNTY FURNISHED VEHICLES

The County will provide the Contractor air conditioned, accessible transit buses and currently provides non-revenue support vehicles. The bus fleet to be managed by the Contractor is comprised of approximately 6 diesel buses, 9 compressed natural gas (CNG) buses, and 10 unleaded gasoline fueled buses. The current inventory list of all revenue vehicles is included as **Exhibit A – Vehicle Inventory**. The County may change the number and characteristics of the vehicles during the Contract term.

2.3.1 The County will provide a fleet of buses ranging in model years from 2005 to 2015. With on-going procurements, vehicle retirements and vehicle transitions, the County fleet make-up will change. The oldest and/or highest mileage buses will be targeted for replacement from amongst the bus fleet.

2.3.2 The Contractor shall operate and insure all vehicles provided by the County

during the term of the Contract. The County shall license and register County-provided vehicles.

- 2.3.3 All buses provided to the Contractor by the County will be equipped with electronic destination signs, two-way radios, mobile-data terminals, public announcement (PA) systems, automated annunciators, electronic fare boxes, and bike racks. Passenger counts and associated data (wheelchair boardings, bicycle boardings, etc.) are to be recorded manually by bus operators.
- 2.3.4 The Contractor shall assist the County in identifying vehicles for retirement from revenue service that have reached their programmed life expectancy. The County will make all final determinations as to vehicle retirements.
- 2.3.5 Fuel will be provided to the Contractor by the County for County owned non-revenue and revenue service vehicles at no cost to the Contractor. The County will provide an electronic system to track fuel use. The Contractor will be responsible for fueling the vehicles.
- 2.3.6 Non-revenue Vehicles
The County may provide up to three non-revenue support vehicles (**Exhibit A**). The County makes no guarantee any support vehicles will be available through the life of the contract.

Upon approval from County, the Contractor may provide non-revenue support vehicles needed to effectively and efficiently operate, manage and support the contracted services. A preferred example of a Contractor supplied vehicle would not exceed five (5) years of age or 50,000 miles as of service Contract start date.

The Contractor shall fuel and provide insurance for all County owned non-revenue vehicles.

The Contractor shall provide fuel, insurance and maintenance for all Contractor owned support vehicles. The Contractor supplied vehicles cannot be fueled at the County or City of Grand Junction facilities.

All support vehicles must be regularly cleaned and kept neat in appearance.

- 2.3.7 The Contractor shall ensure that all vehicles assigned to and/or operated by the Contractor will bear corporate graphics or insignias as approved by the County. The County reserves the right to reject a Contractor supplied vehicle that does not adequately satisfy the County's quality standards. Contractor is responsible for removing all graphics and insignias at the end of the contract.

2.4 OPERATING MODEL

The County provides all unleaded gasoline, diesel, and compressed natural gas (CNG) fuel for the operation of County owned vehicles required for scheduled revenue service. Any and all collisions involving County owned vehicles shall be immediately reported via 911 or the non-emergency law enforcement number and to the County.

2.4.1 Operations, Transfer and Maintenance Facilities

- 2.4.1.1 Downtown Operations and Transfer Facility is provided by the County and is the main operations and administration facility located at 525 S. 6th St.,

1st Floor, Grand Junction, CO for the contractor through a lease (**Exhibit B – Facility Lease Agreement**). Contractor shall provide front office staff during the hours of 5:00 am-8:30 pm Monday through Saturday in order to sell passes, provide customer service, answer passenger questions, etc. These times may be increased or decreased based on changes to Revenue Service Hours or as directed by the County.

2.4.1.2 West Transfer Facility is provided by the County and is an operations facility located at 612 24 ½ Road, Grand Junction, CO. There is a small office for pass sales and dispatching as well as a lobby, public restrooms, bus transfer facility and park-n-ride. Contractor shall provide front office staff during the hours of 5:00 am-8:30 pm Monday through Saturday in order to sell passes, provide customer service, answer passenger questions, etc. These times may be increased or decreased based on changes to Revenue Service Hours or as directed by the County.

2.4.1.3 Clifton Transfer Station is provided by the County and is a bus transfer location only located at 549 ½ 32 Road, Clifton, CO. There are public restrooms, shelters and an informational kiosk.

2.4.1.4 Mesa County Maintenance Facility is used by County staff to provide maintenance on some of the County owned revenue vehicles. It's located at 971 Coffman Road, Whitewater, CO.

2.4.1.5 City of Grand Junction Maintenance Facility is used by City of Grand Junction staff to provide maintenance on most of the County owned revenue vehicles as well as County owned non-revenue vehicles. It is located at 333 West Avenue, Grand Junction, CO.

2.4.2 Vehicle Management System (VMS)

The County uses SPOT software and associated hardware from ETA Transit Systems (ETA) to manage and communicate with buses while in service or in the field. Referred to as the VMS system, this system helps manage Transit Service by providing cellular communicating hardware and tablets which communicate real time vehicle location and provide reports and data to the County. The VMS system tracks bus on-time performance, drive time, and allows for a quick check of in-service vehicle.

The Contractor shall maintain the system to original equipment manufacturer (OEM) specifications. The County is financially responsible for all maintenance costs associated with the non-warranted parts. Contractor is financially responsible for shipping of parts back to the manufacture for repair.

The County will supply the Contractor with spare VMS components as currently maintained and warranted by the County's VMS vendor. The Contractor shall be fully responsible to ensure VMS- equipped vehicles are fully operational prior to placement into revenue service. The Contractor will also be responsible for tracking warranties and performing preventative maintenance. The Contractor shall reimburse the County for the cost of repair or replacement of components that are missing or damaged due to misuse or vandalism.

The Contractor shall be trained in the use of the VMS, with day to day management, control and oversight of buses in revenue service or in the field to be provided by the staff of the Contractor. Bus operators will need to understand how to operate the onboard components of the VMS.

2.4.3 Detours

The Contractor shall be responsible for the planning, implementation and supervision of all service detours. The Contractor's detour planning efforts must include, but are not limited to:

- A. Attendance at event planning and detour coordination meetings.
- B. Establishing detours for affected route(s).
- C. Posting County approved service change notices at affected bus stops.
- D. Issuing bulletins and detour notices to all affected staff and agencies.
- E. Directly communicating information relative to detours to customers at affected bus stops.
- F. Assigning the requisite staff and resources to effectively and efficiently plan and implement detours as needed.
- G. Notification to County of all established detours.

2.4.4 Transition Plan

The Contractor shall provide an implementation and mobilization schedule and plan necessary to implement the transition and perform the scope of work including all of the key elements and resources necessary to guarantee uninterrupted services on the Contract start date. The schedule will be based on an (estimated) August 29, 2016 contract award – the County desires to commence contracted services awarded under the terms of the Contract on January 1, 2017. Proposers may specify an alternate date on which to commence service, based on either a longer or shorter startup.

Contractor must cooperatively participate in the transition of the Transit Services to a new Contractor if necessary. No less than sixty (60) days prior to the start of a new Contractor providing the Transit Services, participation of the incumbent Contractor is necessary in: Meetings, Transfer of records, Access to property, and Access to vehicles.

The transition period is defined as the 60-day period of time prior to the Contract expiration date. Contractor shall participate in the smooth transition of service to a new provider in such a manner as to ensure that the transition results in minimum service disruption to operations.

During the transition phase, County staff will conduct several meetings with the incumbent and new providers to discuss specific operations, records and vehicle transition events and the timeframe in which they must occur. As requested by

County, incumbent must make pertinent records accessible to both County and new provider within three (3) days of County's request.

County-owned vehicles will be subject to a transition inspection and acceptance upon transition to a new Contractor according to Vehicle Acceptance and Transition requirements.

2.4.5 Route Codes

The County will provide (via ETA) codes which the contractor will use while operating tablets aboard vehicles which assign vehicles to routes which also changes on-board signage and annunciators.

2.4.5.1 County will generate, in electronic format, and distribute to the contractor the bus head sign codes with any schedule change; the schedule change will coincide with any Transit System Map updates.

2.4.5.2 The Contractor shall train bus operators how to enter codes in to onboard equipment if a bus were to change routes.

2.4.5.3 The Contractor must ensure appropriate destination sign information (headsign, side sign) is displayed when the bus is in service or deadheading.

2.4.5.4 The County and the Contractor will meet to determine appropriate schedules and processes for providing the above-mentioned information in order to meet the Contractor's work and Transit System Map timelines.

2.4.6 Automated Annunciators

The County will provide (via ETA) codes which the contractor will use while operating tablets aboard vehicles which assign vehicles to routes which also changes annunciators.

2.4.6.1 County will generate, in electronic format, and distribute to the contractor the annunciation codes with any schedule change; the schedule change will coincide with any Transit System Map updates.

2.4.6.2 The Contractor shall train bus operators how to enter codes in to onboard equipment if a bus were to change routes.

2.4.6.3 The Contractor must ensure stop announcements are correct for the route. If automated system fails, bus operators are required to provide announcement verbally. In such a circumstance, contractor must monitor drivers to ensure stops are called in compliance with the ADA standards.

2.4.6.4 The County and the Contractor will meet to determine appropriate schedules and processes for providing the above-mentioned information in order to meet the Contractor's work and Transit System Map timelines.

2.5 **DIGITAL VIDEO RECORDING SYSTEM**

Buses operated by the Contractor are currently equipped with a stand-alone REI video recording system (VRS). The on-board mounted systems consist of interior mounted and focused cameras used to help mitigate insurance claims for liability and personal injury,

resolve customer service issues, address crime and security problems, mitigate graffiti, investigate auto/pedestrian related accidents and review operations. The VRS are not specifically intended to monitor bus operator behavior.

2.5.1 As custodian of the VRS and the data images recorded, the Contractor shall fully respond to any requests for VRS footage from Mesa County and Law Enforcement.

2.5.2 The Contractor shall maintain the video recording systems according to OEM specifications and operate the equipment according to County policies. No vehicle shall be put into revenue service without a properly functioning VRS.

The Contractor shall be responsible to compile and maintain an up-to-date surveillance administration and maintenance guides for the system. The Contractor shall be responsible for maintaining all system equipment, documentation and software in operational order for the term of the Contract.

2.6 VEHICLE CONDITION AND MAINTENANCE

See Grand Valley Transit Maintenance Policies and Procedures (**Exhibit D**).

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

- A. Must be fueled and serviced by the Contractor; oil, transmission, coolant levels, and windshield washer fluid checked and added, if necessary, with all tasks being recorded daily.
- B. 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 Contractor will provide the DVI's daily to the Fleet Maintenance staff.
- C. Have fully operational wheelchair ramps and lifts, flip seats, radios, VRS, APC's, fareboxes and destination signs, and any other on-board systems required for service.
- D. Are marked on both sides of the vehicle as required by 49 CFR Part 390.21. The Contractor shall be responsible for the cost of applying the markings to each revenue vehicle.
- E. Vehicle floors must be swept and mopped daily. Buses must not be hosed out for cleaning. Operator's area must be wiped down daily, including, but not limited to, dash controls, dash board, above the operator area and along the front dashboard. The interior windshield will be cleaned daily.
- F. Vehicle interiors and exteriors must be cleaned to maintain the vehicle in a clean, dust free, and professional appearance. Interiors must be wiped down four times per week to achieve cleanliness of the entire vehicle interior. Special attention must be given to ensuring the vehicle exterior is kept clean with special attention given to

the rear of the vehicle. Vehicles used in revenue service must go through the bus wash bay a minimum of twice per week or as often as necessary to maintain the vehicle in a clean and professional appearance.

- G. Vehicle rims must be cleaned as often as necessary to maintain the vehicle in a clean and professional appearance.
- H. Every thirty (30) days, a detailed, intense cleaning of the interior and exterior must be performed. Detailed cleaning involves such areas as engine compartments, wheels, back-ends, and underbody. Detailed interior cleaning must address the entire interior and is to include disinfectants. The intent is to have twelve-yearly intensive cleanings per vehicle at consistent intervals. This listing will be provided to the County quarterly.
- I. All passenger and driver seats will be shampooed twice per year or more as needed.
- J. Supervisor inspections will be conducted to ensure that the vehicles are cleaned.
- K. The Contractor shall establish a quality assurance plan to ensure that the vehicles are cleaned in compliance with the requirements set forth in this work scope.

2.6.2 Preventive Maintenance Inspections

Contractor shall serve as a backup/secondary for Preventative Maintenance Inspections (PMI) in coordination with Fleet Maintenance as needed. These PMI's shall occur at the OEM recommended intervals and shall include a review of accessibility equipment to ensure proper operation of annunciators, cameras, headsigns, automated fareboxes and CAD/AVL program, etc. Such inspections shall be documented and tracked within the Fleet Maintenance software program. PMI's shall not occur beyond 10% from the OEM required interval.

2.6.3 Road Calls

The Contractor shall maintain accurate records of all road calls whether the vehicle is changed out or repaired on location.

- A. A road call is any disruption of service caused by a mechanical failure which results in the dispatch of a maintenance or supervisory vehicle to correct and/or the removal or replacement of the motor vehicle while in revenue service. Such mechanical failures shall not include those caused by issues related to passenger incidents and non-preventable accidents.
- B. A work order must be made for every road call.
- C. Any and all records maintained by the Contractor during the term of the Contract shall be furnished to the County upon request.

2.6.4 Utility/Maintenance Staff Training

The Contractor shall ensure that utility/maintenance staff is sufficiently trained in all components of the vehicle and the workplace safety requirements necessary to ensure the safe completion of all repairs. All maintenance staff shall ensure that all equipment is in working order prior to leaving the facility. The Contractor shall provide all training for any maintenance personnel assigned to this Contract.

The Contractor shall ensure all of the components for the following systems are installed on buses, have been programmed with current data, and are fully functional prior to use in revenue service:

- A. All destination signs
- B. Video Recorder System (VRS)
- C. Radio System
- D. Farebox and Operator Control Unit (OCU)
- E. Automated Passenger Counting (APC) System
- F. Public Announcement (PA) System
- G. Mobile Data Unit (MDT)

2.7 DESCRIPTION OF TRANSIT FACILITIES

2.7.1 Downtown Operations and Transfer Facility

The Downtown Operations and Transfer Facility is located at 625 S. 6th Street, 1st Floor, Grand Junction, CO (southwest corner of South Avenue and 6th Street). The site includes an operation building and transfer area for the revenue vehicles. A site plan of the facility is provided as **Exhibit E –Site Plan Downtown Facility**. The Downtown Operations and Transfer Facility is provided to the Contractor pursuant to a lease agreement (**Exhibit B**). The facility has one ingress/egress driveway for buses off of South Avenue and one ingress/egress driveway for employees and visitors off of 6th Street.

Space Allocation

The Contractor will be able to allocate office and work space to its employees as it determines necessary. The second floor of the Downtown Operations and Transfer Facility is designated County space, and is not be included as part of the Contractor's space allocation plan.

- A. Employee/Visitor Parking – The employee/visitor parking area at the Downtown Operations and Transfer Facility will accommodate 28 vehicles with two (2) reserved ADA accessible spaces.
- B. Bus Transfer Area – The bus transfer area will accommodate 8 buses, seven of which are for buses in revenue service for transfers. Spaces to accommodate non-revenue support vehicles is within the employee/visitor parking or on street.
- C. Operations Facility – The operations area is a 7,326 square foot building with 3,820 square feet on the first floor designated for the Contractor and 3,506 square feet on the second floor designated for the County. The building includes space for dispatch and training area; telecommunications/IT server room; a lobby, pass sales and administrative offices, public and staff restrooms, staff break room, storage rooms, and space for County personnel.
- D. Security – The facility is equipped with an electronic identification card access system and a closed-circuit television (CCTV) surveillance system. The complex is covered by surveillance cameras. Access to any areas of the facility is granted via electronic identification card access.

2.7.2 West Transfer Facility

The West Transfer facility is located at 612 24 ½ Road, Grand Junction, CO (Northeast corner of 24 ½ Road and F 1/8 Road). The site includes an operation building, bus transfer area, and employee/visitor parking area. A site plan of the facility is provided as **Exhibit E– Site Plan West Facility**. The facility has two (2) entrance driveways. The main drive for buses is located off of 24 ½ Road and they exit off of F 1/8 Road. The second drive is located off of F 1/8 Road; this location serves as the access entrance for employees and visitors.

Space Allocation

The Contractor will be able to allocate office and work space to its employees as it determines necessary.

- A. Parking Facilities – The employee/visitor parking area will accommodate 49 vehicles, including four (4) reserved ADA accessible spaces.
- B. Bus Transfer Area – The bus transfer area will accommodate 6 buses, four of which are for buses in revenue service for transfers. Spaces to accommodate non- revenue support vehicles is within the employee/visitor parking.
- C. Operations Facility – The operations is a 2,846 square foot building. The building includes space for a dispatch area; telecommunications/IT server room; a lobby, pass sales and administrative/dispatching office, public restrooms, storage room, and mechanical room.
- D. Security – The facility is equipped with an electronic identification card access system, and closed-circuit television (CCTV) surveillance system. The complex is covered by surveillance cameras. Access to any areas of the facility is granted via electronic identification card access.

2.7.3 Clifton Transfer Station

The Clifton Transfer Station is located at 549 ½ 32 Road, Clifton, CO. The site includes public restrooms, shelters, bike racks, and a bus transfer area. A site plan of the facility is provided as **Exhibit E– Site Plan Clifton Facility**. The facility has one driveway off of 32 Road. There is not any employee or visitor parking permitted.

Bus Transfer Area – The bus transfer area will accommodate 5 buses, all of which are for buses in revenue service for transfers. Spaces to accommodate non-revenue support vehicles is not available except on street.

2.7.4 City of Grand Junction (City) Vehicle Maintenance Facility

The City Maintenance facility is located at City of Grand Junction Fleet Campus 333 West Avenue, Building I, Grand Junction, CO. The site includes a driver check-in area, bus parking, vault room, staff restrooms, fueling stations, and employee/ visitor parking area. This building is shared with the City of Grand Junction Fleet Maintenance. A site plan of the facility is provided as **Exhibit E– Site Plan City of Grand Junction Maintenance Facility**. The facility has two (2) entrance driveways. The main drive for buses is located off of Riverside Parkway. The second drive is located off of West Avenue; this location serves as the access entrance for employees and visitors.

Space Allocation

The Contractor will be able to allocate office and work space to its employees as it determines necessary in the designated area.

- A. Parking Facilities – The employee/visitor parking area will accommodate 26 vehicles.
- B. Bus Storage Area – The vehicle storage area will accommodate 26 buses as well as space to accommodate the County owned non-revenue support vehicles.
- C. Maintenance Facilities – The maintenance area is owned, operated and maintained by the City of Grand Junction to maintain all their fleet in addition to the GVT buses through a Memorandum of Understanding (MOU). Contractor staff will be provided access to the fleet campus and Building I.
- D. Fueling Facilities – The fueling area is owned and maintained by the City of Grand Junction. Contractor staff will be provided access to the six GVT dedicated CNG fueling stations and an onsite diesel fueling tank. CNG fueling will only be conducted by staff that are trained and approved by the City Fleet Supervisor. All GVT diesel and unleaded fueled buses are provided with a Fleet gas card which must be used in order to fuel the bus. Drivers are provided an individual pin number in order to utilize the fleet gas card. Fuel is paid for by the County.
- E. Washing and Inspection Facilities – Inspection and interior washing facility is located in Building I West of the CNG Fuel line. This is a pull through heated and lighted bay within the repair facility that is reserved for Contractor use. This building is equipped with a simplex combination door lock for Contractor employees. City Fleet personnel are required to use keys for security purposes.

The exterior bus wash is a heated bay located in Building C, South of the CNG fuel line. It consists of a wand style power washer with unattached hand scrub brush, and soap tub. The City provides soap for the brush tub.

- F. Fare Collection Area – A fare collection room is located within Building I. The fare collection area is positioned to facilitate access to incoming buses. The Contractor is responsible for farebox revenue collection. The fare collection room also storage for the spare parts for the fareboxes the portable data unit (PDU), the data system printer, as well as the diagnostic trim unit. The farebox data system computer is located just outside of the fare collection room.
- G. Security – The facility is equipped with a key pad access system and security fencing.

2.7.5 Mesa County Bus Maintenance Facility

The County Bus Maintenance facility is located at the Mesa County Fleet Campus 971 Coffman Road, Building B, Whitewater, CO. The site is used to maintain approximately 6 GVT buses, however, when not needing maintenance; they are stored at the City of Grand Junction location. A site plan of the facility is provided as **Exhibit E– Site Plan Mesa County Maintenance Facility**.

Space Allocation

The Contractor will not be able to allocate any office or work space at this location. The designated buses are to be dropped off and picked up at this location when needing maintenance work.

- A. Parking Facilities – The employee/visitor parking area will accommodate 60 vehicles, including four (4) reserved ADA accessible spaces.
- B. Bus Storage Area – The bus storage area will accommodate 6 buses. Spaces to accommodate non-revenue support vehicles are within the employee/visitor parking.
- C. Maintenance Facilities – The maintenance area is owned, operated and maintained by the County in order to maintain all their fleet in addition to the GVT buses. Contractor staff will be provided access to the fleet campus and Building B.
- D. Fueling Facilities – No fueling facilities are available at this location for the Contractor.
- E. Washing Facility – At the west end of Building B is a washbay available for the contractor to utilize. The County will provide all consumables (e.g. soap and salt) for the bus wash system.
- F. Fare Collection Area – No fare collection at this location.
- G. Security – The facility is equipped with an electronic identification card access system and security fencing. Access to any areas of the facility is granted via electronic identification card access.

2.7.6 Furniture

The County provides the office furniture and must remain on site at all times.

2.7.7 Electric, Voice and Data

The County is responsible for the telephone system at the facilities.

Contractor shall use 256-RIDE (7433) and the County will provide any and all telephone equipment necessary to provide the GVT service, including but not limited to provision of equipment, installation, maintenance and training.

The Contractor, at their costs, shall be required to provide a TDD unit to facilitate communications with individuals with hearing impairments.

In the event of malfunction of telephone service or equipment affecting reservations and/or service delivery, Contractor shall make reasonable efforts to report this event to County immediately, arrange for repairs without delay and make arrangements for interim telephone services, which might include, for example, using cell phones, if possible.

2.7.8 Computer Hardware and Software

In order to provide effective administration and reporting, Contractor shall provide computer equipment sufficient to accomplish these tasks. At a minimum,

Contractor shall supply all software and compatible hardware and high speed internet connection with the most recent version of Microsoft Office.

Contractor shall be able to utilize the software programs necessary for paratransit dispatching (Mobilitat/Easy Rides) viewing and downloading security camera footage on the buses (REI), automated farebox reports (Genfare) and a CAD/AVL system (ETA), etc

2.7.9 Credit Card Equipment

Contractor shall provide the necessary equipment in order to accept credit card payments and will be responsible for all costs.

2.7.10 Facility Maintenance

As the operator of the facilities, the Contractor is responsible for the safe and proper care/operation of the facility as stated in this Scope of Work. Due to the industrial and hazardous nature of the work conducted at the facility, all work functions are to be actively supervised on site by designated Contractor staff. The County's Facility Maintenance Staff (FMS) shall be responsible for making repairs to the facility with the exception of Contractor provided assets. The Contractor shall work directly with County staff on all issues pertaining to facilities maintenance (including work status, scheduling, equipment downtime, etc.). The County's FMS will coordinate with the Contractor to ensure facilities maintenance work is scheduled to minimize disruption and impacts to the Contractor's operations. The Contractor shall make reasonable adjustments to its operations to accommodate necessary facilities maintenance work. The Contractor shall also communicate to County designated staff any significant impacts and disruptions to its operations caused by issues or problems with facility systems, components, or equipment.

The Contractor shall only make repairs to the facility, systems or components during times of emergency when the County's facility maintenance staff is unavailable and the repair is immediate in nature, creates an unsafe working condition, or affects the Contractor's ability to conduct operations. The Contractor shall notify the County's Contract Manager when this type of repair is required.

The Contractor shall maintain a clean and safe work area in all areas used by the Contractor. Areas include, but are not limited to, the maintenance building, administration complex, fuel, tire and wash building, warehouse complex, storage buildings, the revenue vehicle parking, support vehicle parking, all related canopies and storage areas, employee parking areas and grounds.

The Contractor shall not install, or have installed, vending machines or other such equipment at any transit facility without the prior written consent of the County.

The County at its sole discretion may perform refurbishments to upgrade and update the facility as deemed necessary. The Contractor shall work collectively with the County to ensure minimal impact to scheduled service.

See **Exhibit F-GVT Building Maintenance Plan**

2.7.11 Facility and Equipment Damage

The Contractor shall be financially responsible for any facility and/or equipment damage throughout transit facilities caused by the Contractor or its subcontractor's misuse (accidents, improper operation, theft, unauthorized installation or modification of equipment, etc.). The aforementioned repairs or replacement will be performed by and resolved through the County's FMS. The County shall invoice the Contractor for any and all damage determined to be the responsibility of the Contractor. The County at its sole and unfettered discretion shall determine responsible party for all County facility damage claims.

During the first ten (10) days of the Contract start date, the Contractor and the County shall conduct a walk through and acceptance of the Downtown and West facility condition. This will establish the facility conditions to be used as a baseline during the contract term and for the close-out of the Contract. At the time of Contract close-out, the Contractor shall be responsible for the site conditions and any damage to the facility determined to be the responsibility of the Contractor.

2.7.12 Custodial Services

The County will be responsible for providing facility-wide custodial services, lot sweeping and cleaning, and waste removal. The Contractor is expected to maintain all facilities in a clean and orderly fashion and notify the County of any repairs within 24 hours.

2.7.13 Capital and Fixed Equipment

The County will provide certain capital and fixed equipment available for the Contractor's use. The County will retain ownership of County provided equipment and the Contractor will retain ownership of Contractor provided equipment. A complete listing of County provided equipment is included in **Exhibit G – Equipment List**. The Contractor will operate and maintain the equipment provided by the County according to OEM specifications, guidelines and warranty periods. The Contractor shall provide a maintenance program and any necessary formal documentation to maintain County provided equipment and the Contractor shall make these available upon the County's request. Preventative Maintenance of County provided equipment shall be completed on schedule at a minimum of 90% of the County approved service schedule and by FTA guidelines. The Contractor shall, with like item, replace any County provided and Contractor maintained equipment that becomes damaged or inoperable due to Contractor or subcontractor misuse (accidents, improper operation, theft, etc.). The new equipment that replaces equipment damaged by the Contractor will become County provided equipment. The County at its sole and unfettered discretion shall determine when County owned equipment has reached the end of its useful life and its value.

2.7.14 Contractor Provided Equipment

To render the services required in this RFP, the Contractor is solely responsible for providing any additional equipment or infrastructure not explicitly discussed in this RFP or included in the exhibits that may be required in the execution of the work under the RFP. The Contractor shall provide its own equipment, and maintain an updated inventory thereof, to supplement the equipment provided at the facility by the County. Any installation of additional equipment or infrastructure requires the authorization of County designated staff and, if required, any

permitting authorities having jurisdiction. All work required to install or upgrade any equipment must be performed by the County's FM staff or approved contractor by the County and shall be charged to the Contractor.

2.7.15 Utility Costs

The County will provide, at its sole cost and expense, all utilities at the facilities, including electricity, natural gas, telephone and cable/internet service, water, refuse/ recycling and sewer. If the Contractor requires additional and/or different telephone and/or internet service then what is currently provided by the County, it will be at the Contractor's expense.

2.7.16 Facility and Building Access

The County shall establish and maintain control over the access control system for each facility, including access required for all Contractor and County employees at the facilities.

2.7.17 Optional Transit Infrastructure Maintenance Needs

As a growing system, the County has a number of evolving system infrastructure needs and would like ala cart, optional pricing for the full base and option years for the following services:

2.7.17.1 Maintenance Option #1 - Bus Stop Infrastructure and Amenities

Within the Fixed Route system, there are approximately 400 bus stops, some of which have bus shelters, benches, and trash cans. GVT expects all stops to be free of trash, graffiti, weeds, etc and all bus stop signs, shelters, benches and trash cans are maintained. The need for individual stop maintenance is becoming critical to providing a high level of service to our customers and a professional image within the community. Contractor must submit a plan, to be approved by the County, that would provide for the proper care and maintenance all stops including but not limited to trash removal, landscape maintenance, reporting of repairs need on shelters, benches, trash can and signs, with the associated costs listed as an addition increase differential to be added to the hourly revenue service rate. The Contractor will not be responsible for care and maintenance of bus shelters, benches, trash cans and signs but will be responsible for reporting any damage, graffiti and repairs needed as well as reporting of damaged, missing or loose bus stop signs.

2.8 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 funding have a current written maintenance plan for its federally funded rolling stock. The Contractor shall fully comply with all these same standards, and the Contractor is required to assist County and City of Grand Junction Fleet Maintenance staff to remain in compliance with the Grand Valley Transit Bus Maintenance Policies and Procedures (**Exhibit D**). The Contractor must work closely with both Fleet Maintenance divisions to ensure preventative maintenance schedules are adhered to within plus or minus 10%.

2.9 REVENUE COLLECTION AND CONTROL

All fares collected are the property of the County. All cash boxes must be emptied and fareboxes probed by Contractor staff for vehicles operating in revenue service on a daily

basis. The Contractor shall keep a log of each revenue vehicle probed and cash box emptied and report to the County any problems encountered with the process on a daily basis.

2.9.1 On-Board Checks

The County may periodically conduct on-board farebox checks, including observations to ensure Operator's proper interface with the farebox and proper problem reporting. The Contractor shall cooperate with the County in any such on-board checks.

2.9.2 Fare Recording and Boardings

The Contractor's bus operators shall ensure collection and recording of each boarding by fare type, including recording of non-fare boarding as set forth by the County fare policy **(Exhibit H)**.

The Contractor shall enforce the Grand Valley Regional Transportation Committee's (GVRTC) Fare Structure. The Contractor shall ensure that passengers are assisted with farebox operation to pay fare or use their fare media whenever it is needed, fares are charged and collected from all passengers; passengers paying reduced cash fares, purchasing reduced fare media or boarding with reduced fare media are eligible; invalid passes are not allowed for fare payment and that all passengers activate/validate their passes in an approved manner with the farebox.

The Contractor shall be liable to the County for uncollected fares except where the farebox has malfunctioned or is unable to accept fare media or cash fares. The recovery of uncollected fares for which the Contractor is liable to the County will be determined by the County. County may require Contractor to reimburse County for fare revenue lost, misplaced, stolen or otherwise missing as a result of illegal, inappropriate or negligent behavior by Contractor's employees. Contractor shall implement modifications to this procedure as prescribed by County

Drivers shall accurately record each passenger's fare type on equipment provided by the County. Contractor's employees shall sell fare media and collect same as directed by the County. Contractor shall maintain and submit to the County each month, in a manner satisfactory to County, an electronic spreadsheet report that accurately reflects fare revenue received and passengers carried by fare category all routes. Contractor shall be familiar with and fully utilize the capabilities of the Genfare computerized Data Collection system provided by the County. As directed by the County, Contractor shall enter fare rate changes and other data updates into the Genfare Data Collection system as required by the County.

The Contractor shall provide sufficient revenue employees and training to ensure that each day all buses in revenue service have the cashboxes emptied, the data is downloaded from the data system into the Fare Collection System (FCS), buses are supplied with the requisite amount of passes required to complete revenue service, and that all information is uploaded into the farebox from the Fare Collection System. The Contractor shall also provide the requisite amount of staff to perform farebox fingertip maintenance and repairs and preventive

maintenance tasks as outlined in FCS manuals or as otherwise directed by the County. This includes performing repairs to remedy farebox malfunctions while vehicles are in revenue service.

The Contractor shall ensure that strict controls are maintained over cash collected. Audits will be conducted by the County to ensure Contractor employees follow the stated fare collecting procedures and policies and that the Contractor's supervisory staff monitor and modify fare collecting procedures and policies as needed. The County shall be notified of any proposed changes to the Contractor's fare collecting procedures or policies.

The Contractor shall maintain a log of all buses in revenue service each day and reconcile the log to the buses probed every day to verify that all buses that were in revenue service were probed and the cashbox emptied. A copy of the daily reconciliation must be kept on file by the Contractor for the County's auditing purposes. The Contractor shall submit a monthly reconciliation report showing the percent difference between data system recorded revenue and actual cash taken from the cashbox.

The Contractor shall empty the stationary vault each day to separate cash to allow for reconciliation and prepare the cash to be deposited at least twice weekly by the Contractor. The Contractor shall randomly select the buses that will have the cashboxes audited on a specified day or as often as deemed necessary by the County to ensure the accuracy of the farebox. Contractor staff shall complete a separate tag for each cashbox and attach it to the cashbox handle. The tag must contain the following information: date, time, bus number and cashbox puller's name. The cashboxes must be locked in a secure location until County staff arrives to audit and record the cash in each cashbox.

The Contractor will transport all fare revenue from the transit facilities to a location where the cash will be counted and deposited into the Contractor's bank account. Fare revenue will be deposited at least twice weekly, or more often as needed and be utilized to offset the operation costs in accordance with FTA requirements.

Each fare revenue employee will be provided a door access code that will also provide access to the cashbox and fare revenue room. The Contractor must provide policies/procedures which identify the individual(s) responsible for securing door access codes, the process for acquiring door access codes, the individual(s) requiring door access codes and the procedures to follow for notification of lost, stolen or damaged cards as well as the return of terminated employee identification cards. Upon receipt of these procedures, the Contractor shall submit the appropriate forms to request employee rights/access to the fare collection system and the issuance of door access codes.

Upon separation of employment of any revenue employee, the Contractor shall collect the identification card and notify the County within 12 hours of the effective date of separation. Any personnel involved in cashbox pulling or supervision at any level must undergo a background check prior to hiring.

The Contractor shall provide the County with the names of the cashbox pullers

and provide the County an opportunity to review the cashbox pullers' background checks.

The Contractor shall ensure that the County's fare revenue is safeguarded to the maximum extent possible. If the Contractor fails to provide adequate safeguards or is negligent, the Contractor is liable for all uncollected, lost, stolen or misplaced revenues for which the County will invoice the Contractor.

2.9.3 Farebox Maintenance

The Contractor shall implement adequate controls over every facet of the FCS including, but not limited to, ensuring malfunctioning fareboxes, PEM, or vault equipment are reported to the County and repaired immediately. The Contractor shall also perform:

- A. When requested to do so as the backup/secondary staff, the Contractor shall ensure preventive maintenance is performed in a timely manner. Farebox preventive maintenance procedures as prescribed in **Exhibit I** Schedule and Instructions for Preventative Maintenance on Odyssey Fareboxes.
- B. Coordinate with drivers and staff for optimal FCS operation. Information from data system reports elucidate operator error or maintenance that is needed ahead of PM schedule. The contractor will work with drivers and staff to ensure operation of fareboxes and PEM are optimal according to OEM standards. Troubleshooting a farebox while a bus is in revenue service shall be done. When a repair is beyond the scope or technical ability of the Contractor, the Contractor shall report FCS malfunctions and request repairs to the County's FCS contractor.
- C. The Contractor shall be responsible for reimbursing the County for the cost of any out of scope repairs not covered. Out of scope repairs include, but are not limited to, damage to farebox components due to misuse and vandalism either by a Contractor employee or the riding public.

2.10 LOST AND FOUND POLICY

2.10.1 The Contractor shall make a reasonable attempt to identify and return lost items to the passenger the same day found. When it is not possible to return the item, the Contractor shall:

- A. Tag the item and note the route, trip number or location where the item was found, date found
- B. Include name of person turning in the item; a brief description of the item
- C. Maintain a log of lost and found items.

2.10.2 The Contractor shall hold items for 30 calendar days. After the 30 day period, all items will be donated to an organization(s) approved by the County. Under no circumstance may lost and found items be returned or given to the Contractor's employees or County employees.

2.11 DATA GATHERING AND REPORTING REQUIREMENTS

The 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 shall provide an example of a monthly operations report with their proposal.

The Contractor shall provide all information and reports required by the County 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 County. Where any information required is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. All data gatherings and reporting must conform to County and FTA requirements.

2.11.1 National Transit Database Reporting requirements, the Contractor shall;

1. Every month, or more frequently if required by the FTA, Contractor shall provide the data items to County as required by the FTA for County to complete the NTD Safety and Security Module. Contractor shall submit to County a Major Incident Report, Non-major Incident Summary Report and applicable corresponding forms as described in the NTD Safety and Security Manual.
2. Contractor shall maintain the following information and submit it to the County monthly. This information is currently reported manually but may be transitioned to the AVL system. (Terminology as used in this paragraph is consistent with NTD standards but may differ from terminology used elsewhere in the Agreement or Scope of Work.)
 - a. Scheduled Vehicle Revenue Miles: The vehicle revenue miles computed from the scheduled service. It includes only the scheduled vehicle revenue miles from the whole trip. It excludes deadhead, service interruptions and special additional services.
 - b. Actual Vehicle Miles: The miles that vehicles travel while in revenue service (actual vehicle revenue miles) plus deadhead miles. Actual vehicle miles exclude miles for operator training and maintenance testing.
 - c. Actual Vehicle Hours: The hours that vehicles travel while in revenue service (actual vehicle revenue hours) plus deadhead hours. Actual vehicle hours exclude hours for operator training and maintenance testing.
 - d. Actual Vehicle Revenue Miles: The miles that vehicles travel while in revenue service. Vehicle revenue miles exclude deadhead, training operators prior to revenue service and road tests.
 - e. Actual Vehicle Revenue Hours: The hours that vehicles travel while in revenue service. Vehicle revenue hours include layover/recovery time but exclude deadhead, training operators prior to revenue service and road tests.

- f. Purchased Transportation: Purchased transportation (PT) services are the expenses PT providers incur and bill to operate service on behalf of a transit agency. Total expenses for PT must be broken down by mode and then into Vehicle Operations, Vehicle Maintenance, Non-Vehicle Maintenance, and General Administration. Refer to the NTD Manual for a detailed description of what expenses are to be included under each.
 - g. Americans with Disabilities Act of 1990 Related Expenses (Complementary Paratransit): Transit agencies must report the total expenses for operating complementary paratransit services in compliance with the Americans with Disabilities Act of 1990 (ADA) requirements. Transit agencies must report total operating expenses for demand response and demand response-taxi modes only. Agencies may estimate expenses using the proportion of operating expenses attributable to the ADA to the proportion of ADA trips.
3. Contractor shall perform on-board daily passenger counting and summarization as required by the FTA NTD Reporting Program (FTA Circular 2710.1A as amended) and as directed by County, and tabulate the survey data in a report format required by County.

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

Report Description	Frequency
Invoice	Monthly
Operations Report	Monthly
Monthly Management Report	Monthly
Vehicle Accident Summary Report	Monthly
Safety and Security Incident Reports (NTD)	Monthly
Wheelchair Rescue Report	Monthly
Road Call Report	Monthly
Vehicle Mileage Report	Monthly
Vehicle Detail Cleaning Report	Monthly
Revenue Reconciliation Report	Monthly
Ridership Reports (Fixed Route & Paratransit/Dial-A-Ride)	Monthly
Warranty Reports	Monthly
Wheelchair Lift Status	Monthly
Automatic Passenger Counter System Status	Monthly
Mobile Radio Failure Status	Monthly
GPS Failure Status Report	Monthly
MDT Status	Monthly
Safety Inspection Report	Monthly
On Time Performance Report	Monthly
Paratransit & Dial-A-Ride Performance Report	Monthly
Drug & Alcohol Testing Report	Monthly
Passenger Comment Report	Monthly
New Driver Report	Monthly

Monthly Driver Safety Meeting Report	Monthly
DBE Report and Backup Documentation	Semiannually
Required Training Update Report	Quarterly
National Transit Data Reports	Monthly & Annually
Management Information System Report	Annually
MVD Report	Annually
Transit Application Plan	Annually
Audited Financial Report	Annually
Substance Abuse Prevention Policy	Due Within 60 Days of Startup
Fare Revenue Policy	Due Within 60 Days of Startup
Facility Emergency Response Plan	Due Within 60 Days of Startup
Continuity of Operations Plan	Due Within 60 Days of Startup
Equal Employment Opportunity/Affirmative Action Plan	Due Within 60 Days of Startup
Risk Control and Safety Plan	Due Within 60 Days of Startup
Bus Operator Training Plan and Program	Due Within 60 Days of Startup
ADA Training Plan and Curriculum	Due Within 60 Days of Startup
ADA and Title VI Complaint Resolution Plan	Due Within 60 Days of Startup
Vehicle Idling Policy	Due Within 60 Days of Startup
Bus Stop Maintenance Plan	Due Within 60 Days of Startup

All programs, plans, policies and procedures shall be updated by the Contractor as needed throughout the term of the contract. The Contractor shall submit, on an annual basis, an independently audited financial report of all relevant company operating financial data.

At the conclusion of the Contract term, the Contractor shall submit all reports and documentation as required by Federal, State, and local regulations and by the terms of the Contract. Furthermore, the Contractor shall ensure that all reports are current and complete.

The Contractor shall retain all financial books, records, and other documents relevant to the Contract for five (5) years after final payment or until after resolution of any audit questions (which could be more than five (5) years) whichever is longer. Federal, State, or County auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, audit, copy, and make use of any and all said materials.

2.12 RISK CONTROL INCLUDING SAFETY PROGRAM

The Contractor is solely responsible for safety under the Contract. The Contractor shall safely render all services (and perform all work) under the Contract. The 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. The Contractor shall provide a safe environment for the public and the Contractor.

2.12.1 The Contractor shall be responsible for compliance with all applicable Federal, State, County and local laws, ordinances, and regulations during the performance of this work. The Contractor shall indemnify the County 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.

- 2.12.2 The Contractor shall enforce the use of any and all personal protective equipment needed to complete the tasks required by this contract.
- 2.12.3 The Contractor shall provide warning signs, barricades and verbal warnings as required.
- 2.12.4 The Contractor shall inform its employees of emergency procedures to be followed in case of a fire, medical emergency, or any other life-threatening catastrophes.
- 2.12.5 The Contractor shall notify the County immediately (within one hour) of any accident involving personnel or damage to material, equipment and County owned vehicles. All other minor property damage or public incidents will be reported in writing to the County within one working day.
- 2.12.6 The Contractor shall perform job site safety inspections monthly. A report of the Contractor's findings and observations, as well as corrective measures taken, where required, shall be provided to the County quarterly.
- 2.12.7 The Contractor shall provide and maintain on the site, at all times, first aid kits which contain all emergency medical supplies likely to be required by persons in the facility.
- 2.12.8 The Contractor shall provide a Risk Control and Safety Plan with written rules and procedures for the assessment of preventable and non-preventable accidents. Contractor shall:
 - A. Conduct monthly safety inspections
 - B. Hold monthly safety committee meetings
 - C. Monthly review vehicular and passenger accidents
 - D. Develop and implement safety related training
 - E. Conduct hazardous materials training

2.13 VEHICULAR-EMPLOYEE ACCIDENT AND INJURY INVESTIGATION

For investigation of accidents and injuries, Contractor shall:

- A. Interview supervisors and employees relative to accident/injury
- B. Assist employee in filing proper reports in a timely manner.
- C. Process claims to appropriate local/state agencies.
- D. Submit appropriate monthly, quarterly, and annual reports.
- E. Work as liaison with law enforcement agencies.
- F. Report all accidents to designated County staff.

All accidents involving a County owned vehicle, including minor accidents which occur on County property shall be reported to local authorities via 911 or non-emergency dispatch number and the County.

2.14 ACCIDENTS/INCIDENTS NOTIFICATION REQUIREMENT AND PROCESS

Accidents are defined per 49 CFR Part 655.4. The Contractor must report to the County,

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 County 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.

2.15 SUBSTANCE ABUSE PREVENTION POLICY

The Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40, and 655, produce any documentation necessary to establish its compliance with Part 40 and Part 655 and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under Part 40, and 655 and 49 CFR Part 29 and review the testing process. Contractor's drug and alcohol policy must include compliance with the Drug-Free Workplace Act (DFWA) with an ongoing drug free awareness program.

The Contractor shall further submit the Management Information System (MIS) reports on or before March 1st, annually, to the County.

Contractor drug and alcohol policy must include zero tolerance for positive results. Employees with a confirmed positive drug or alcohol test may not be used to perform work under this contract. Purchasing or consuming illegal substances or alcoholic beverages while in uniform shall not be allowed. It shall be the Contractor's responsibility to terminate involvement with the GVT bus service any employee observed doing so.

Contractor agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (MIS) reports annually before March 1st to the County. To certify compliance, 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.

Contractor agrees further to submit for review and approval, prior to beginning operations under this contract, a copy of its Policy Statement developed to implement its drug and alcohol testing program.

Contractor will consult with the County on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

Contractor is required to perform safety-sensitive functions under this contract. A safety-sensitive function is defined as:

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

2.16 OPERATION DURING A DECLARED EMERGENCY

In the event of a declared emergency by the County, the Contractor must deploy operators,

vehicles and support staff in a manner prescribed by the County. The County will compensate the Contractor during such period of declared emergency for services that exceed the normal expense of operating service under this Contract.

2.17 EMERGENCIES

2.17.1 The Contractor shall develop, implement, and maintain an Emergency Operations Plan to respond to emergencies and routine problems that may occur. **Written procedures and processes must be submitted to the County sixty (60) days prior to the start of service and will be updated annually.** Occurrences include, but are not limited to:

- A. Passenger injuries
- B. Deaths
- C. Disturbances
- D. Illness
- E. Inclement weather
- F. Accidents
- G. Detours
- H. Employee Injuries
- I. Strikes/Walkouts/Work Stoppage(s)/Concerted Work Actions

2.17.2 The Contractor shall prepare and maintain during the term of its Contract with the County a Continuity of Operations Plan (COOP) 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. The Contractor shall also assist the County in developing and maintaining emergency planning efforts including emergency preparedness and disaster recovery planning.

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

2.17.4 During a work stoppage of any kind, the Contractor shall be solely responsible to operate daily service at a level equal to or greater than 60% of service on scheduled weekday revenue hours, excluding County declared emergencies. As resources allow, service shall be initially concentrated on the routes with the most ridership or as directed by the County.

2.17.5 The Contractor is responsible for all costs associated with development of this reduced service level. If the Contractor is unable, due to a strike, walkout or other work stoppage, to provide services in full compliance with the requirements of this section, the Contractor shall deliver, within 36 hours, a plan to the County detailing what actions will be taken to provide services in full compliance with the requirements of this section.

2.17.6 If the Contractor has not provided services in full compliance with this section within seven (7) calendar days of the initiation of the work stoppage, then the County may (in lieu of finding the Contractor in default) use a replacement operator to provide the services (collectively referred to as "replacement

services”).

- 2.17.7 The County may utilize replacement services as substitute for all or any part of the Contractors’ services, and may maintain replacement services in effect until the Contractor is able to resume performance in full compliance with this Contract. Before implementing replacement services, the County shall notify the Contractor in writing and provide the Contractor twenty four (24) hours in which to cure its noncompliance with the Contract.
- 2.17.8 If the County utilizes replacement services under the Contract, the Contractor shall be liable to the County for the actual amount by which the cost of the services exceeds the amount that would have been payable under this Contract for comparable services. During the period in which any replacement services are provided, the only compensation payable to the Contractor will be for the revenue miles that the Contractor itself actually provides.
- 2.17.9 Any action taken by the County in response to the Contractor’s failure to perform shall not preclude the County from subsequently finding the Contractor in default of this Contract for the same or any related failure to perform.

2.18 MARKETING AND PUBLIC RELATIONS

- 2.18.1 The County provides all schedules, maps, interior bus cards, fare media and other printed passenger information materials required for marketing the Transit Service.
- 2.18.2 The Contractor shall distribute and/or install GVT’s passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the County from time to time. All signage, except those required by the County, are subject to placement on a space-available basis with paid advertising as the priority.
- 2.18.3 The County shall be the exclusive public media spokesman in connection with transportation service.
- 2.18.4 Before taking action, the Contractor shall notify the County of any court subpoenas, public or media requests for records, data or other information in possession of the Contractor related to performance of contract requirements, terms or conditions.
- 2.18.5 The County has established guidelines for communicative activities on public transit properties and assets. Under no circumstances may the 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 County.

2.19 ADVERTISING ON EXTERIOR AND INTERIOR OF VEHICLES

- 2.19.1 The County may require the Contractor to allow vendors contracted by the County access to all buses assigned to this Contract to install and remove advertising material and to accommodate the vendor’s need to accomplish those tasks through working space and availability of vehicles to the extent it does not unreasonably interfere with the Contractor’s own duties.

- 2.19.2 The Contractor shall regularly install and remove selected interior passenger notices and signage bus cards at the County's direction.
- 2.19.3 All advertising materials are subject to County approval prior to being installed. Advertising materials shall be posted with adherence to the dates notated on the individual advertising contracts between the County's advertising vendor and its clients.
- 2.19.4 The County's bus advertising vendor is responsible for repairing any damage to a bus which the County deems resulted from the installation or removal of advertising material by the County's advertising vendor. The bus advertising vendor can choose to work with City of Grand Junction or County Fleet to affect repairs or engage an outside vendor at the County's approval. The Contractor shall develop a system to document such damage to distinguish it from other types of damage; such a system must include: bus number, area(s) needing repair, and digital pictures of the vehicle's condition.

2.20 CONTRACTED SERVICE PERSONNEL

This RFP is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement, or a partnership between the County and the Contractor or other business relationship, except as specifically set forth in this contract, nor does the Contract establish a formal business relationship 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 the Contractor in the performance of Contractor's obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules apply or accrue to such persons. The 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 the Contractor shall defend, indemnify, save and hold the County harmless with respect thereto.

The 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 County. The Contractor shall be solely responsible for payment of all its employees' and/or subcontractors' wages and benefits. In addition, the Contractor shall be responsible for identifying and arranging restroom and break facilities for use by the bus operator's while in the provision of service on all designated routes.

Contractor's employees may not have weapons in their possession or on the County-owned vehicles or buildings. The County promotes and supports a smoke free work environment. Smoking is not allowed in County-owned vehicles, at bus transfer shelters or buildings at any time.

2.21 MINIMUM QUALIFICATIONS AND KEY PERSONNEL

The Contractor shall meet the following minimum qualifications and experience.

2.21.1 Experience of Firm

The firm shall have five (5) or more years of recent (within the past seven years) and relevant experience in providing regularly scheduled fixed route and

paratransit public transit bus service similar in size, scope and complexity to the Work described in this RFP.

2.21.2 Experience of Key Personnel

The Contractor shall maintain the key personnel identified in its proposal and/or BAFO for a minimum of eighteen (18) months from the Contract start date, unless they resign their employment with the Contractor. Key personnel shall include, at a minimum, General Manager, Safety and Training Supervisor, Reservation, Scheduling and Dispatch Supervisor, Road Supervisors and Utility Maintenance Worker. All of the Contractor's key personnel shall be assigned a minimum of forty (40) hours per week to this project unless otherwise approved in writing by the County. If the County approves a variance to the time dedication level of any supervisory staff, this variance is subject to immediate reversal at the discretion of the County. Offices of all Contractor personnel assigned to this Contract will be physically located at the Downtown and/or West Transfer facilities.

A. General Manager

The Contractor shall provide contract management through a General Manager at a level and capability sufficient to oversee and manage all activities associated with every aspect of this Scope of Work and the resulting Contract. The principal function of the General Manager shall be to supervise staff and provide expertise in all transit operations. The General Manager will work cooperatively with the County in assuring service quality. The General Manager is expected to be on site, at minimum, Monday through Friday from 8:00am-5:00pm. The General Manager may be off-site due to illness, vacations and other leave as part of Contractor's benefit package, but otherwise may not leave the site except on County business or for routine training, conferences, seminars and business meetings. Contractor shall not utilize the General Manager for any purpose relative to obtaining, implementing or operating any non-County transit system without the County's written approval.

Should the General Manager be unavailable to perform his/her duties, the General Manager will appoint a staff member temporarily to serve in his/her place. Contractor will notify the County's Regional Transportation Planning Office whenever such substitution will occur, prior to the event. If the General Manager will be unavailable for more than two weeks, Contractor will be required to provide a qualified General Manager as a substitute, subject to the County approval. Contractor may not use staff provided for this contract outside of the County service area without prior approval of the County.

Contractor will assure the County that the General Manager assigned to this project will not be replaced without 90-day advance written notice to the County, unless the departing employee does not provide Contractor with such notice or the employee is removed for cause. Moreover, the County expects that any General Manager assigned will remain in his/her position for at least one year subject to County approval.

Minimum Qualifications: The General Manager shall have a minimum of five (5) or more years of recent (within the past seven years) direct successful experience as a manager supervising and running a fixed-cost transit

property/operation of similar size and scope. The General Manager must have demonstrated experience in personnel management; fleet maintenance oversight; scheduling & dispatch; and project administration including liaison with a client. Professional references should be provided with the candidate's resume that will reflect upon the candidate's experience in these areas, including a contact list of the three most recent properties to which the individual has been assigned. The General Manager shall be assigned full-time to the management of the Contract and should not have additional management responsibilities. The General Manager must demonstrate, by decision and action, competence in all aspects of Transit Services. The General Manager or his/her delegated supervisor shall be available to make decisions or provide coordination as necessary at the request of the County at all times. Contractor shall commit the services of the General Manager for the duration of the Base Term and any Option Term, and shall not reassign the General Manager without the written approval of the County. The General Manager is required to reside within Mesa County and must be capable of responding in a reasonably timely manner in order to provide effective management of these services. The General Manager must have a CDL required for the operations of all vehicles utilized in revenue service.

The County reserves the right to approve the qualifications of any General Manager proposed by the Contractor, and to provide input to the Contractor as appropriate.

The County may advise the Contractor regarding the individual's performance with respect to the specifications and performance goals stated in the Contract.

B. Road Supervisors

The Contractor shall provide at all times, a minimum of two (2) fully qualified Road Supervisors to monitor, supervise and direct drivers and resolve customer complaints. Supervisors shall be in addition to the General Manager, Safety and Training Supervisor, and Reservation, Scheduling and Dispatch Supervisor. The Road Supervisor positions shall not be used as a backup driver more than 10 hours per month. Supervisor must have a CDL required for operations of all vehicles utilized in revenue service.

The Contractor shall provide road supervision of contracted service including the monitoring of schedule adherence, accident/incident investigation, on-street operation, and on-route compliance. This supervision must include conducting ride checks (on-board) to ensure operator adherence to procedures (e.g., fare collection, ADA compliance, and passenger relations). Street supervision must be present at all times and in sufficient number when services are scheduled to operate.

C. Safety and Training Supervisor

The Contractor shall provide a Safety and Training Supervisor who shall be full time (40 hours or greater per week) and have a minimum of three years' experience involved with the responsibilities of the position, per the requirements of the RFP. At least one of these years of experience shall have been in a supervisory role. The proposed candidate shall have

demonstrated experience in the provision of fixed route and Paratransit Service including the FTA requirements regarding transportation safety and should be fully knowledgeable of all applicable regulations. Such supervision must also include responses to investigation of accidents/incidents within 20 minutes of occurrence. The County reserves the right to provide similar investigations and adherence checks of its own without notice to ensure Contractor's compliance with terms of the Contract. Supervisor must have a CDL required for operations of all vehicles utilized in revenue service and be certified with the Colorado Department of Revenue as a 3rd party CDL tester

The Safety and Training Supervisor may be off-site due to illness, vacations and other leave as part of Contractor's benefit package, but otherwise may not leave the site except on County business or for routine training, conferences, seminars and business meetings. Contractor shall not utilize the Safety Supervisor for any purpose relative to obtaining, implementing or operating any non-County transit system without the County's written approval.

D. Reservation, Scheduling & Dispatch Supervisor

The Contractor shall provide a Reservation, Scheduling & Dispatch Supervisor who shall be full time (40 hours or greater per week) and have a minimum of three years' experience involved with the responsibilities of the position, per the requirements of this RFP. At least one of these years of experience shall have been in a Window Dispatch or supervisory role with exemplary customer service record with the general public and interpersonal skills with drivers and staff. The proposed candidate should have demonstrated experience in the provision of fixed route, dial-a-ride service and Paratransit Service and should be fully knowledgeable of all applicable regulations. The proposed candidate must have a complete understanding of the ADA paratransit eligibility process and ensure compliance comprehend and be willing to master paratransit scheduling software, on-time performance software, Pass Encoding Machine (PEM), the farebox data system, and the outdoor marquis software, and be held accountable for reservation and dispatch staff under her/his supervision.. Supervisor must have a CDL required for the operations of all vehicles utilized in revenue.

The Reservation, Scheduling and Dispatch Supervisor may be off-site due to illness, vacations and other leave as part of Contractor's benefit package, but otherwise may not leave the site except on County business or for routine training, conferences, seminars and business meetings. Contractor shall not utilize the Reservation, Scheduling and Dispatch Supervisor for any purpose relative to obtaining, implementing or operating any non-County transit system without the County's written approval.

E. Utility Maintenance Worker

The utility maintenance worker will perform minor daily vehicle inspection and repairs, vehicle cleaning, shuttling of vehicles and operational road call support. Responsibilities will include, but not be limited to: cleaning exterior and interior of vehicles, posting flyers, maintaining a system for lost and found items, perform maintenance checks on a daily basis including fluids, tire depth, visual safety inspections, and bus equipment (cameras,

fareboxes, radios, etc.), performs light facility and parking lot maintenance, follows safety practices, maintains Material Data Safety Sheet (MSDS) documentation, duties as assigned, etc. This position must have a CDL required for operations of all vehicles utilized in revenue

2.21.3 The Contractor shall notify the County in writing prior to removing, reassigning or appointing an individual from or to any key personnel position (whether in an acting or permanent capacity). For all key staff, Contractor will fill vacated, permanent positions with County approved persons within fourteen (14) calendar days of its becoming open. It can be filled with an acting capacity person for a temporary basis up to sixty (60) calendar days. Failure to fill vacated permanent positions within 14 calendars days for acting capacity or permanent within 60 calendar days may result in a penalty of \$100.00 per day for each day the position is vacant or not filled by a permanent employee.

2.21.4 Contractor shall schedule its road supervisor and dispatcher positions for each day of the week consistent with the following minimum requirements:

Monday-Friday

- A minimum of forty (40) road supervisor and dispatcher hours shall be scheduled for each weekday.
- A minimum of one street supervisor and dispatcher positions are required to be on duty during all scheduled revenue vehicle service hours.
- One or more supervisors are required to supervise bus pull-outs in the morning, midday and post-trip activities in the evening.

Saturday

- A minimum of sixteen (16) road supervisor and dispatcher hours shall be scheduled for each Saturday.
- A minimum of one road supervisor and dispatcher positions are required to be on duty during all scheduled revenue vehicle service hours.
- One or more supervisors are required to supervise bus pull-outs in the morning, midday and post-trip activities in the evening.

Contractor shall employ and train a sufficient number of drivers to ensure that each bus scheduled by the County to be in operation is operated by a driver that meets all County requirements. Contractor shall schedule a sufficient number of drivers as "extraboard" or "protection" drivers to ensure that management and/or supervisory personnel are needed to drive buses only under extraordinary emergency conditions.

Contractor shall employ a sufficient number of full time customer service specialists located within the Downtown and West Transfer offices to ensure that during the peak eight hours of customer service demand each weekday, two employees are dedicated primarily to assisting customers with transit information and bus pass and ticket sales inside each office. At least one of these individuals shall be sufficiently skilled to accurately reconcile and make daily deposits following County protocol of revenue received from sales made within these offices. Contractor shall employ a Report Specialist whose primary responsibility shall be the proper completion of the reports required in Scope of Work Section 2.11 "Data Gathering and Reporting Requirements" such that the

performance of this duty does not interfere with the duties of the personnel previously described in this section of the Scope of Work.

In addition to all other positions required by this section, Contractor shall employ sufficient administrative support personnel to support its managerial and supervisory staff.

Drivers shall report to Contractor all bus stop signs, shelters and benches in need of maintenance or repair, stops that need weed abatement or snow and ice removal and foliage that need to be trimmed to prevent damage to buses or visibility of stops. Contractor shall record all requests, take appropriate measures when possible, or if appropriate, as well as report the information to County within 24 hours of Contractor receipt of said information.

Drivers shall announce bus stops using the on-board public address system primarily with the automatic annunciator and, when necessary, manually, as required by the Americans with Disabilities Act and in accordance with the list of ADA announcements provided to the Contractor by the County. If FTA finds GVT in violation of ADA stop announcement requirement, the Contractor shall pay the financial penalty imposed on the County and reimburse the County for staff time and materials expended to resolve issue with FTA and/or other complainant. Contractor shall monitor public address systems on each bus and report malfunctioning systems as directed by the County.

Drivers shall refer all complaints about GVT to Contractor staff. Contractor shall notify the County of complainants that request contact with the County. Complaints not requesting County contact shall be reported to County with a monthly Passenger Comment report. Drivers shall not direct complainants to contact County directly.

Contractor shall monthly report to the County names of new drivers completing training and certify compliance with the minimum number of hours of training required under Section 2.23 "Vehicle Operations Personnel Training". Documentation of driver attendance at safety meetings and a copy of meeting agenda and minutes shall be submitted to the County monthly. Said reports shall be in a format acceptable to the County.

- 2.21.5 The 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 the Contractor's service. The Contractor shall monitor communications between the Contractor's staff and buses and respond as necessary or as directed by the County. The Contractor's staff shall be able to monitor any additional radio communications between the Contractor's dispatch office and Contractor's operators. Dispatch personnel shall be on duty at all times when services are scheduled to operate.
- 2.21.6 The Contractor shall assign staff and establish a process that complies with the Americans with Disabilities Act of 1990 (ADA), as amended. Contractor staff will provide an effective rescue system when passengers who use a wheelchair or authorized mobility device require a lift or ramp and are stranded due to an inoperable lift, ramp or vehicle.

Minimum rescue policy standards for passengers using wheelchairs are:

- A. If the passenger will be stranded for more than thirty (30) minutes, the Contractor shall rescue the passenger.
- B. Vehicles that are dispatched for rescue shall attempt to pick up the stranded passenger within thirty (30) minutes of the request for rescue.
- C. The Contractor shall ensure that all managers, operators, road supervisors, and dispatchers are trained annually on rescue procedures, mobility device movement, securement, safety, and passenger sensitivity.

2.21.7 Driving Record Required Qualifications

- A. Operators must have a valid Colorado operator's license for the past three years.
- B. Operators must be a minimum of twenty-one (21) years of age.
- C. Five (5) year driving record is required. The Contractor must review a five (5) year record issued within the past forty-five (45) days from any state where the applicant has held an operator's license in the past five (5) years. When a five (5) year record is unavailable, a three (3) year driving record must be obtained.
- D. 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 (3) years.
- E. No more than two (2) moving violations in the past five (5) years are allowed.
- F. The first Driving Safety Course taken for a moving violation that appears on a five (5) year driving record will not be treated as a moving violation and will not count against the record. All additional Driving Safety Courses that appear on a five (5) year driving record will be treated as moving violations and will count against the record.
- G. No more than two (2) accidents in the past five (5) years are allowed. This includes no-ticket accidents.
- H. Driving records must not reflect any conviction of a serious traffic violation (e.g., DUI, reckless driving, driving with a suspended license) in the past seven (7) years.
- I. Driving records must not reflect more than two (2) convictions of serious traffic violations in a lifetime.
- J. No more than two (2) violations for No Liability Insurance in a five (5) year period are allowed.
- K. Patterns of moving violations, accidents, and/or other infractions may also disqualify an applicant.

- L. Any proposed hiring should be conditioned upon the prospective employee being allowed within the facilities and cleared with his or her background screening. Contractor shall conduct a background check on each driver upon hire through the Mesa County Sheriff's Department and the Colorado Bureau of Investigation at a minimum.
- M. In conjunction with this Contract, the Contractor shall not employ any person with any felony or misdemeanor drug offense, theft, assault or other conviction within the past ten (10) years for an offense that conflicts with the duties of the position.
- N. In conjunction with this Contract, the Contractor shall not employ any person with any conviction for a felony or a conviction or deferred adjudication for misdemeanor offense beyond ten (10) years that is serious enough to be considered in conflict with the duties of the position. For example, murder or sexual assault conviction.

Other Qualifications:

- A. All bus operators must be employees (full or part time) of the Contractor.
- B. All bus operators must have passed a pre-employment drug screen and participate in a DOT compliant drug/alcohol testing program;
- C. All bus operators must have the ability to effectively read, write and speak English.
- D. All bus operators must have sensitivity to passenger needs.
- E. All bus operators must have the ability to resolve complaints and problems as required.
- F. All bus operators must have an accurate time piece on their person at all times while in revenue service;
- G. All bus 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.

2.21.8 Uniform Specifications and Appearance Standards

The consideration for safety must be applied to all dress code components for all staffing levels and duty assignments.

All employees of the Contractor must wear their County issued employee ID/security badge visibly while on County property and in the provision of service.

While on duty, bus 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 clean and neatly cared for. Bus operators must conform to these standards of appearance at all times. The County, at its sole discretion, may make exceptions to the uniform policy.

Logos or business names other than GVT and the contractor are not allowed. If the Contractor's logo or business name is on the uniform, then the GVT logo and/or name must also be present. If hats are worn, then they must not have a logo or business name other than GVT. Hats may be worn which do not have any logo or business name.

Contractor will ensure that all operators and necessary operations personnel have a timepiece that measures time to the second; watches will be worn by all required Contractor personnel while on duty.

The Proposer shall include a description of its plan to address these requirements in its proposal, including plans to implement full uniform and appearance standards for all employees working under this Contract. The County must approve the uniform.

- 2.21.9 Any safety sensitive employee, as defined by DOT and any other employee that will, through the course of their duties, have public contact must meet the following criteria upon hire:
 - A. No such employee may have any conviction within the past ten (10) years for a felony offense.
 - B. No such employee may have any conviction for a felony or any conviction or deferred adjudication for a misdemeanor offense beyond ten (10) years that is a serious enough in nature to be considered in conflict with the duties of the position. For example, murder or sexual assault.
- 2.21.10 Any other employee with no responsibility for public contact must meet the following criteria upon hire:
 - A. No such employee may have any conviction or deferred adjudication within the past ten (10) years for a felony.
 - B. No employee may have any conviction or deferred adjudication within the past ten (10) years for a misdemeanor offense that conflicts with the duties of the position.
- 2.21.11 The Contractor shall conduct an annual review, and provide a comprehensive report to the County by July 15 of each Contract year, of driving records as required by 49 CFR 391.25 to ensure all employees continue to meet the preceding qualifications. Employees failing to meet these qualifications shall not be used to perform services under this Contract.
- 2.21.12 Contractor staff shall attend training as directed by the County, including, but not limited to: Terrorism Awareness Recognition and Reaction (TARR), Vehicle

Management System (VMS) and other Information Technology training and user's group, National Incident Management System (NIMS), Customer Assistance System (CAS), National Transit Database, Federal Transit Administration, Colorado Association of Transit Agencies (CASTA), Fare Collection System and other training as required. The Contractor should consider this requirement when developing their price proposal.

2.21.13 The Contractor shall provide training for all personnel working on this Contract. The Contractor shall ensure that individuals are fully knowledgeable of their duties and responsibilities and that appropriate personnel can operate a bus, maintain on-time performance for assigned route, fuel a bus, and operate equipment used to maintain a bus in a safe manner. The Contractor shall also provide additional training if the training requirements approved by the County are insufficient.

2.21.14 Removal from Service. The County may require Contractor to immediately, pending investigation, remove any driver from County service for any one of, but not necessarily limited to, the following:

- A. Committing unsafe or inappropriate acts while providing service.
- B. Failure to follow County policies and procedures.
- C. Cell phone use while operating the County vehicle.
- D. Revocation, suspension or non-renewal of a valid Colorado driver's license.
- E. Conviction of any felony criminal offense.
- F. Not in the approved uniform.
- G. Use of any tobacco product on the County vehicle.
- H. Failure to follow safety rules and regulations.
- I. Failure to follow security policies, guidelines and procedures.
- J. Notification of an active warrant from any law enforcement or judicial agency.
- K. Positive drug or alcohol test, as detailed in this RFP Drug Free Workplace.

2.21.15 The Contractor is responsible for providing transit passes to be used by the Contractor's employees. Any and all such costs shall be borne by the Contractor.

2.22 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Contractor shall develop an affirmative action/equal employment opportunity plan and update it throughout the Contract term. The plan shall comply with the Urban Mass Transportation Administration Circular 4704.1 "Equal Employment Opportunity Program Guidelines for Grant Recipients" (as amended).

2.23 VEHICLE OPERATIONS PERSONNEL TRAINING

The Contractor shall submit on a quarterly basis, a comprehensive training analysis that provides/validates compliance with all training requirements identified in the Contract.

2.23.1 Training of Bus Operators and Operations Staff

The Contractor shall develop, implement and maintain a formal training and retraining plan and program for all bus operators. The training plan and program must be submitted to the County for review and approval as part of the proposal submittal process. In addition, any proposed material changes to the training program must be approved in advance by the County. All training must be

documented and the County may audit the Contractor's compliance with its training plan and program and its documentation at any time.

- A. The Bus 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), farebox operations and troubleshooting, fare collection and fare policies, and bus stop placement prior to the bus operator's assignment to revenue service.
- B. The plan and program must provide formal retraining measures, especially in regards to customer service, including criteria for determining the success of retraining efforts.
- C. 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 way as well as annual refresher training.
- D. The plan and program must include training and annual refresher training in personal safety, including, at a minimum, theft/robbery prevention, violence in the workplace, assault prevention, enforcement of GVT policies (foul language, weapons, etc. are not allowed), and ADA sensitivity.
- E. Persons designated as a "qualified instructor" under the Contract must have a proven, documented record of safe driving; at least two (2) years' experience driving professionally, and a demonstrated ability to provide high quality customer service.
- F. Annual retraining measures shall include refresher courses on systems installed on buses, including but not limited to fare collection system, headsigs and annunciators, etc.
- G. The Contractor shall assume and pay for all ancillary training (e.g. Rodeo planning, etc.) not specifically directed or required by the County.

2.23.2 At a minimum, operator training must comply with the following requirements:

- A. Acquisition of a valid CDL Class "B" license with endorsements and Medical Certificate.
- B. Prior to release to operate in revenue service, operators must have a working knowledge of all assigned routes and procedures. Operators shall drive all routes to which they are assigned under supervision and without passengers before being allowed to drive in service unsupervised.
- C. Prior to release to operate in revenue service, operators must have received the minimum hours of ADA Sensitivity Training for working with persons with disabilities.
- D. No operator may operate equipment in GVT 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 (e.g. farebox, annunciator, wheelchair ramp, destination sign, etc.).

- E. The Contractor shall include a defensive driving course in the initial training of bus operators. All operators must successfully complete a defensive driving course at a minimum of once every three (3) years.
- F. The Contractor shall establish a program to conduct in-service evaluations of bus operators employed under this Contract once every six (6) months, including in-service evaluation, and license and medical certificate checks.
- G. When required, the Contractor's qualified instructor shall ride with an operator to perform an evaluation and re-training, if necessary.

2.23.3 The County must approve all exceptions to the required minimum training standard in writing.

2.23.4 ADA Training: (Initial and Refresher)

The 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:

Initial Training: Four (4) full hours of classroom ADA sensitivity training. This training shall include:

- A. Lecture on the ADA law with hands-on employee participation and also such other appropriate instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.
- B. Panel discussion led by persons with disabilities presenting information regarding different types of disabilities.
- C. Three (3) 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:
 - 1) Operator responsibilities.
 - 2) Equipment and devices currently in use.
 - 3) Proper use and securement of such equipment and devices.
- D. Other matters as the Contractor deems appropriate.

Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and deboarding of mobility-aid devices and the operator's 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, the Contractor shall provide a minimum of one (1) of each of the following:

- 1) A manual wheelchair.
- 2) An electric device with three or more wheels; e.g., a scooter.
- 3) An electric wheelchair.

Annual Refresher Training:

A. Sixty (60) minutes of classroom ADA sensitivity training each year. This training shall include:

- 1) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
- 2) A review of passengers with disabilities requiring special service needs.
- 3) A panel discussion led by persons with disabilities recommending improvements to accessible Transit Service.
- 4) 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.

B. Included within this training shall be a discussion of:

- 1) Operator responsibilities.
- 2) Boarding and securement equipment and devices currently in use.
- 3) Proper use of such equipment and devices.
- 4) Other matters as the Contractor deems appropriate.

C. A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and debarking 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, the Contractor shall provide a minimum of one (1) of each of the following:

- 1) A manual wheelchair.
- 2) An electric scooter.
- 3) An electric wheelchair.

Prior to implementation, the Contractor shall submit its ADA Training Plan and Curriculum to the County for review.

2.24 ADA AND RACIAL DISCRIMINATION (TITLE VI) COMPLAINT RESOLUTION

2.24.1 The Contractor shall be required to establish a process for the thorough and prompt resolution of all ADA and Title VI complaints. The process shall include contemporaneous documentation of the nature of the complaint, its processing, its resolution, any remedial actions undertaken, and communication of a final response to the complainant. At a minimum, the process shall include:

- A. Intake procedures and complaint evaluation.
- B. Investigation, follow-up, and investigative reports (including the information

- described below in the description of report evaluation criteria).
- C. Complaint resolution.
- D. Passenger contact.
- E. Remedial action taken.

2.24.2 Complaint Investigation

All ADA and Title VI passenger complaint investigative reports must be evaluated after completion of the investigation for compliance with the following federal requirements. Each completed investigative report must provide full and complete documentation for each of these requirements.

- A. Statement of issues.
- B. Respondent's reply to each issue.
- C. Findings of fact.
- D. Citations of pertinent regulations and rules.
- E. Conclusions of law.
- F. Description of remedy for each violation.
- G. Follow-up response to the complainant.

Complaint investigation reports will be monitored by County staff. Performance will be evaluated based upon the seven (7) indicators listed above.

2.24.3 Complaint Resolution Plan

The Contractor shall submit its ADA and Title VI Complaint Resolution Plan to the County for evaluation and approval. If a complaint is considered ADA in nature as defined by 49 CFR Part 27, the Contractor shall follow the procedure established by the County in documenting, investigating and responding to these types of complaints.

2.24.4 Complaint and Resolution Training

In addition to the foregoing, the Contractor shall provide appropriate classroom and hands-on training to each individual involved in the ADA complaint resolution process. The County must approve all exceptions to the required minimum training standard in writing.

2.25 CUSTOMER SERVICE

The Contractor's management staff must respond initially to all inquiries or complaints through a Customer Assistance System (CAS) database software program provided by the contractor within eight (8) working hours (8am-5pm M-F). Verification of response date and time must be based on the date and time the response is entered into the Contractor provided CAS.

The Contractor's customer service staff shall coordinate and receive training for the use of the CAS. The Contractor's customer service staff shall coordinate all inquiries or complaints received from any and all individuals. The CAS must be able to identify if the complaint is ADA or a Title VI complaint.

When directly contacted, the Contractor shall receive and respond to customer complaints. Complaints must be initially responded to within eight (8) working hours and documented follow up within three (3) business days.

The County will monitor and report on the quantity, nature of contacts and timeliness of

the Contractor's response. Each complaint must have a deadline for action to be taken. The Contractor shall adhere to those deadlines. All complaints received directly by the 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 Contractor.

Any complaints received through the offices of the Board of County Commissioners, City Councils, City/County/Town Manager's Offices, or the RTPO about the service must be coordinated by the Contractor's staff through the RTPO and must be responded to within five (5) business days.

2.26 EMPLOYEES OF PRIOR CONTRACTOR

The Contractor shall afford a priority in hiring to the existing employees of the prior County service provider in accordance with this paragraph.

2.26.1 The priority in hiring shall not require the hiring of any existing employees if the Contractor determines that the employee is not qualified for the position (under the terms of the Contract or under the Contractor's employment standards and personnel policies), or the Contractor determines that the employee should not be hired because of unsatisfactory past employment history (such as documented disciplinary actions, habitual absenteeism, etc.). The priority in hiring shall not extend to any individual who was dismissed from his or her employment for cause, and shall not extend to key management staff of the prior service provider.

2.26.2 Should employees being transferred be required to undergo training, Contractor shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

2.27 LABOR RELATIONS REQUIREMENTS

Contractor must comply with any applicable union and/or collective bargaining requirement.

2.28 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

All performance standards and liquidated damage clauses will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The County 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 County using historical data to measure the Contractor's performance. Performance standards listed below are for the first year of service and may be used for subsequent years. County 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 County also reserves the right to review and modify these performance requirements and metrics as deemed necessary to facilitate continuous improvement of service.

To receive maximum compensation, the Contractor shall meet or exceed the following standards on a monthly basis. For the following performance goals, if the Contractor fails to meet contracted standards, liquidated damage amounts will be deducted from the Contractor's total monthly invoice amount.

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

All liquidated damage assessments as identified by the County shall be measured on a monthly basis and applied to the next monthly invoice.

2.28.1 On-time Performance

Fixed Route

On-time performance for Fixed Route is calculated using arrival times and captured at designated time points within the Vehicle Management System. A bus is considered on time if it arrives at a time point either at, or up to five (5) minutes past the scheduled time. A bus is considered hot if it departs a time point before the designated time. A bus is considered late if it arrives at a time point five (5) or more minutes past the scheduled time. Performance will be measured on a monthly basis using an aggregate of time point data for all fixed routes. The on-time performance standard is ninety-three percent (93%) or above. The County will assess liquidated damages for failure to achieve the performance standard as follows:

On-time Performance %	Liquidated Damage to Be Deducted
92.99% - 90%	1.5% of monthly Fixed Fee
89.99% - 87%	3% of monthly Fixed Fee
86.99% and below	5% of monthly Fixed Fee

Embedded in the performance standard are allowances for GPS anomalies, service delays, incidents/collisions, vehicle breakdowns and schedule adjustments. The County will not consider adjustments to on-time performance for any of the abovementioned occurrences.

In addition, for any underperforming route that achieves less than ninety percent (90%) on-time performance for two consecutive months, the Contractor shall provide the County an analysis and resolution plan in writing to bring the underperforming routes into compliance. The Contractor shall provide the County the analysis and resolution plan by twenty one (21) calendar days following the end of the second month of the identified underperforming route(s). The analysis shall include, but not limited to: an on-time performance report by time point (as obtained from the County's Vehicle Management System) by route and by assigned bus operators; any route anomalies (e.g. detours, construction, etc.); resource availability (bus operators and vehicles); and passenger load issues that may be contributing to the underperformance of the route(s). The County and the Contractor will meet to review the analysis report and resolution plan, as necessary. If the review identifies route underperformance due to circumstances under the Contractor's control or non-compliance to Contract requirements, the Contractor will have thirty (30) calendar days from the review date, unless otherwise approved by the County, to bring the route(s) into

compliance.

Paratransit

On-time Performance (Overall Service)

Vehicle shall arrive at pick up location within the ready window (-15/+15 minutes) of scheduled pick up time. In addition, if the vehicle arrives before the scheduled pickup time and the passenger consents to leave early, the trip will be counted as on-time. The on-time performance standard is no less than ninety-two percent (93%) based on actual trips performed during the month. The County will assess liquidated damages for failure to achieve the performance standard as follows:

On-time Performance %	Liquidated Damage to Be Deducted
92.99% - 89%	1.5% of monthly Fixed Fee
88.99% - 86%	3% of monthly Fixed Fee
85.99% and below	5% of monthly Fixed Fee

2.28.2 Missed Trips

Fixed Route

A penalty of one hundred dollars (\$100.00) will be assessed for each scheduled revenue vehicle hour of operation or portion thereof during which Contractor does not operate a bus, due to contractor fault. Contractor shall list in its invoice penalty amounts incurred under this section and shall deduct those amounts from the amount owed by County. Contractor shall attach to said invoice the reason for the missed trip. A penalty of one thousand dollars (\$1,000.00) will be assessed, at the sole discretion of the County, for each failure to report a missed trip.

Paratransit

A trip is considered missed if the vehicle arrives outside of the ready window (-15/+15 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 of 15 minutes before or 15 minutes after the scheduled time (a -15/+15 window), if the vehicle arrives 20 minutes after the scheduled pickup time (five minutes after the end of the 15-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 two percent (2%) missed trips based on actual trips performed during the month. The County will assess liquidated damages for failure to achieve the performance standard as follows:

% of Missed Trips	Liquidated Damages to be Deducted
2.01%-2.50%	\$400
2.51%-3.00%	\$600
3.01% and above	\$800

2.28.3 Travel Time

A Paratransit 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 Google Transit Trip Planner and adding twenty minutes to account for a passenger's travel time to and from a bus stop. The County will assess liquidated damages in the amount of \$50.00 per trip that the travel time is found to be excessive.

2.28.4 Overall Vehicle Appearance

The County, with input from the Contractor, will develop the standards for bus appearance (including graffiti and body damage) and cleanliness; compliance with the standards will be determined as the bus enters service or leaves the facility yard. The County reserves the right to reasonably direct the Contractor to replace vehicle(s) in revenue service which are observed to have excessive or atypical conditions or inoperable system(s). If any Revenue or Non-revenue vehicle fails to comply with the County's standards regarding appearance, the County will assess liquidated damages in the amount of \$100.00 per occurrence.

2.28.5 Late or Inaccurate Reports or Data

If the Contractor fails to comply with the County'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 County will assess liquidated damages. The County will assess liquidated damages in the amount of \$30.00 per incident for data entry errors per report.

For late reports, information or data, the County will assess liquidated damages as follows:

1. Fifty and no/100 Dollars (\$50.00) per day for contract required documentation that is one (1) to five (5) days past the specified due date.
2. One Hundred and no/100 Dollars (\$100.00) per day for contract-required documentation that is six (6) through ten (10) days past the specified due date.
3. Two Hundred and Fifty and no/100 Dollars (\$250.00) per day for contract-required documentation that is over ten (10) days past the specified due date.

2.28.6 Customer Complaints

The incident of County-verified service complaints, exclusive of customer questions, comments or suggestions, will be at no greater than five (5) complaints per calendar month. Multiple reports of the same occurrence will only count as one complaint. The County will determine compliance by evaluation the CAS database. The County will assess liquidated damages of \$500.00 per month should the number of verifiable service complaints, as determined by the County, be more than five (5) per month.

2.28.7 Total 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 the Contractor on a monthly basis. The performance standard is 0.75 or less preventable accidents per 100,000 revenue miles. The County will assess liquidated damages for failure to achieve the performance standard as follows:

Accident Rate	Liquidated Damage to be Deducted
0.76 – 1.00	\$1,000.00
1.01 – 1.25	\$1,500.00
1.26 and above	\$2,000.00

- 2.28.8 **False Report of a Bus as Unsafe/Needs Maintenance**
For each instance in which a bus is reported as unsafe or needs maintenance that cannot be supported by maintenance examination, which requires the bus to be taken out of service falsely, the County will assess liquidated damages in the amount of \$150 per incident.
- 2.28.9 **Operator Accessible Features Operation**
For each occurrence in which the Contractor bus 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 bus operator refuses to board a passenger with a service animal (49 CFR Part 37.167), the County will assess liquidated damages in the amount of \$200.00 per occurrence.
- 2.28.10 **Announcement of Stops**
For each occurrence in which the Contractor fails to announce stops in compliance with 49 CFR Part 37.167 during the malfunction of a vehicle’s annunciator system or as requested by a passenger, the County will assess liquidated damages in the amount of \$200.00 for each occurrence.
- 2.28.11 **Key Personnel**
For all key staff, Contractor will fill vacated, permanent positions with County approved persons within fourteen (14) calendar days of its becoming open. It can be filled with an acting capacity person for a temporary basis up to sixty (60) calendar days. Failure to fill vacated permanent positions within 14 calendar days for acting capacity or permanent within 60 calendar days may result in a penalty of \$100.00 per day for each day the position is vacant or not filled by a permanent employee.
- 2.28.12 **Customer Service**
For each occurrence that the Contractor fails to initially respond to inquiries or

complaints through the Customer Service Assistance program within eight (8) working (8:00 am-5:00 pm M-F) hours or fails to respond to inquiries or complaints received through the offices of the Mesa County Board of County Commissioners, Grand Valley Regional Transportation Committee or the Mesa County Regional Transportation Planning Office within eight (8) working hours, and documented follow up within three (3) working days, the County will assess liquidated damages in the amount of \$100.00 per occurrence.

2.28.13 Damage to County Buses

Contractor shall be responsible for the cost of any and all repairs of damage that occur to any of County's buses and non-revenue vehicles while under the care and control of Contractor or any of its employees, regardless of the party that is responsible for the damage. For the purposes of this section, all unoccupied buses parked at the any County or City of Grand Junction Facility shall be considered to be under Contractor's care and control regardless of whether a County, City or Contractor employee transported the bus there. County's determination of responsibility for damages shall be conclusive. If damages are not repaired within a commercially reasonable time frame as determined by the County, the County, in its sole discretion, may have the damages repaired and the Contractor will be responsible for the cost plus an additional 10% fee payable to the County.

2.28.14 Damage to County or City Equipment

Contractor shall be responsible for the total cost of repairing physical damage caused by Contractor to real or personal property owned or under the control of County or City of Grand Junction. County, at its discretion, may add a fee of up to 10% of the actual cost of repair to cover County's handling costs.

2.28.15 Work Stoppage

Failure to provide service levels, as outlined in Section 2, will result in the County assessing liquidated damages in the amount of \$7,000.00 for each day that service is at a reduced level, excluding Emergencies under Section 2.17.

SECTION 3 – PREPARATION AND SUBMITTAL OF PROPOSALS

3.1 INQUIRIES

Proposers are encouraged to send relevant questions to the County immediately upon receipt of the RFP. This will enable the County to prepare more comprehensive responses. Any questions that arise relating to this RFP must be directed, in writing, to the Purchasing Contact:

Susan Hyatt
City of Grand Junction Purchasing
susanh@gjcity.org

Questions must be received at the above address by 12:00 P.M. (noon) on Thursday, June 23, 2016. Questions shall be e-mailed only. By the same date and time, Proposers must also notify the County of questions to “**Attachment A - Draft Contract**” of the RFP.

All correspondence concerning any aspect of this RFP must be directed to the Purchasing Contact, Susan Hyatt.

All changes to the RFP will be in the form of a written addendum, which will be available at the City of Grand Junction website: www.gjcity.org/Purchasing.aspx and on the Rocky Mountain Bid System, www.rockymountainbidsystem.com.

Proposers shall acknowledge receipt of all addenda by completing the Addenda Certification form, located in Section 8.4 of the RFP, and submitting the form with their technical proposal. Only written responses provided in an addendum will be official and binding on the County. Proposers may not rely on oral communications with County employees, and no oral communication is binding on the County.

3.2 PROPOSAL SUBMITTAL INSTRUCTIONS

3.2.1 Submission

Each proposal shall be submitted in electronic format only, through the Rocky Mountain E-Purchasing website <https://www.rockymountainbidsystem.com/default.asp>. This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted as reflected in **Section 3.5 Proposal Format**.

3.2.2 Due Date

Proposals must be received by **2:30 P.M. local time on Tuesday, July 12, 2016** as directed in Section 3.2 above. Late proposals will not be considered.

3.2.3 Proposal Content

The proposal should not exceed 100 single-sided pages or 50 double-sided pages, exclusive of price proposal, financial information, and other required forms in RFP Section 8. The cover letter is included in the maximum page limit.

Each proposal package submitted must contain:

- Technical Proposal
- Completed Forms in Section 8.2 - 8.6 of this RFP
- DBE Attachment A - Outreach Efforts (DBE Form)
- Price Proposal (Section 8.1) and Financial Information (Section 3.7)
- Statement of Ability to obtain the levels of insurance required (refer to Section 5.6)

3.3 PROPOSER RESPONSIBILITY

By submitting a proposal, each Proposer represents that it has thoroughly examined and familiarized itself with the work required under this RFP and that the Proposer is capable of performing quality work to achieve the County’s objectives. A Proposer’s failure to read

and/or understand any part of the RFP will not affect any provision of the RFP or of the Contract.

Each Proposer is responsible to consider applicable laws and FTA regulations that may affect cost, progress, performance, or furnishing the work.

Proposer is liable for every item in the RFP and the Contract. Only those firms that seek and accept a demanding level of accountability should respond to this RFP.

3.4 PROPOSAL GUIDELINES

The following guidelines are intended to promote equitable evaluation of competitive sealed proposals. Proposals must be prepared in accordance with the instructions outlined in this section and must include all of the information requested in this RFP. Noncompliance with RFP requirements may constitute a ground to eliminate the proposal from consideration of the Contract award.

Each Proposer shall define the capability of his/her organization to meet the intended objectives of this RFP. Each Proposal must be specific and complete in every detail, prepared in a simple straightforward manner, with concise information on the Proposer's capability to provide all services satisfactorily. The Proposer should emphasize completeness and clarity of content, and the proposal should enable the County to determine whether or not the Proposer can meet the County's requirements without the need for any additional information or discussion. Cursory responses or responses that merely reiterate the contents of the RFP will be deemed nonresponsive. Do not include marketing and sales type information.

Each proposal must be signed by an individual authorized to bind the Proposer. Each proposal must provide the name, title, address, e-mail address, and telephone number of each person with authority to bind the Proposer contractually and the person who may be contacted during the proposal evaluation process. The "Certification Form" (Section 8.2) must be completed and submitted with the Technical Proposal.

3.5 PROPOSAL FORMAT

Each proposal must be typewritten in a clear typeface with a minimum font size of 12. The Technical Proposal must be organized in a tabular format and divided by sections, in accordance with the outline below.

Tab 1 - Introduction

1. A letter of introduction identifying the Proposer, including the name, title, address, telephone number and e-mail address of the Proposer's authorized representative, and signed by a representative authorized to bind the Proposer to the terms of the Proposal.
2. A statement indicating the number of days from the submitted date for which the Proposal remains valid. The minimum number of days is two hundred forty (240) calendar days.
3. A detailed Table of Contents of the Proposal.
4. A management summary providing an overview of the Proposal.

Tab 2 - Understanding of Scope of Work and Transition Plan

Required Components

1. Describe why the Proposer should be selected to perform the Contract. Describe the Proposer's value-added benefits, if any, beyond the requirements in the Scope of Work, which benefits would provide the County with a higher quality, safer, more efficient and more responsive operation.
2. Start-Up and Transition Plan - Provide a comprehensive, detailed plan of how all transition and start-up tasks will be completed before commencement of service. This plan must address the activities and procedures that will be followed to occupy the County- owned facilities, assume control of the existing revenue fleet, and effectuate the transition of eligible incumbent personnel to a new employer. The plan must include a detailed chronology/calendar and explanation of all major milestones listed. The start-up plan must also document recruitment and training schedules, acquisition of necessary equipment, permits, and licenses, and all other activities necessary to implement a successful transit-service program. Describe how Proposer will achieve continuous, reliable, safe and courteous fixed-route service during the transition period in order to meet the standard of service set forth in the RFP.
3. Communications Program - Describe Proposer's internal communications program detailing methods of communicating instructions to supervisors and operators as well as other staff and receiving and responding to communications from the County.
4. Customer-Relations Program - Describe Proposer's customer-relations program, detailing the proposed method of handling customer and resident complaints, commendations, and suggestions.
5. Safety Program - Describe all aspects of safety, including compliance with all written plans, regulations and standards; investigation and reporting of all accidents and all other incidents; and training of all Proposer personnel. Emphasize training of bus operators, supervisors, dispatch and service/utility personnel. Describe the elements of Proposer's risk-control and safety program for this Contract.
6. Quality Control Plan - Describe all aspects of Proposer's quality-control plan to ensure that all Contract services meet the County's specifications. The plan must include Proposer's responsibility to oversee all services; identification, documentation, and resolution of deficiencies; corrective action; the process to prevent recurrent defective services; procedures to address and correct poor performance of working staff; identification of key quality-control and inspection personnel; the plan to interface with the County; control procedures for protection of the County's property, facilities and equipment; and the specific records to be kept to comply with all requirements of the scope of work. Include a description of the Proposer's plan to identify unfavorable trends and problem areas.
7. Collective Bargaining - 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.
8. Reporting and Control Systems – Describe in detail Proposer's computerized financial, accounting, work-order, and parts-inventory control systems and Proposer's staffing and experience with these systems. Also describe Proposer's approach to meet all County's reporting requirements specified in the Scope of Work.

Tab 3 – Management Structure and Personnel

This factor addresses the Proposer's proposed organizational structure and staffing to effectively accomplish the Scope of Work.

Required Components

1. Include an explanation of the proposed management structure, including an organizational chart and an identification of the Key personnel shall include, at a minimum, General Manager, Safety and Training Supervisor, Reservation, Scheduling and Dispatch Supervisor, Road Supervisors and Utility Maintenance Worker, and other senior staff/significant personnel, with résumés for each of the Key Personnel, setting forth their qualifications for their position. This description should include the project team record of working together on similar assignments. Each Proposer shall provide evidence that each person identified in its proposal as filling a Key Personnel position has in fact been committed by Proposer to the project.
2. Include a statement explaining and establishing the Proposer's ability to perform the RFP scope and the terms of its proposal, including a description of the Proposer's operations and maintenance capability and its methods and resources to perform the services described in this RFP. The statement should address any strategies or concepts the Proposer may have for enhancing service quality, reducing costs, or otherwise improving the productivity and performance of the services requested.
3. Describe the functional relationships, lines of authority and responsibility of employees; procedures for sustaining trained and qualified personnel; and responsibilities and workload of each organizational element.
4. Include the Proposer's plan for staffing and performing the services to be provided under this RFP, including the number and identification (by title, position, or job classification) of personnel the Proposer intends to utilize to provide the services.

The Staffing Plan must demonstrate that the Proposer can hire and retain a sufficient number of qualified personnel to perform the services required. The Staffing Plan must list the individuals qualified to operate all vehicles, equipment and systems, including fareboxes, destination signs, and VMS. The Staffing Plan must also include:

- Employee Retention Program. -- A description of the Proposer's plan and programs to promote employee retention, including the plan for adequate compensation and benefits, opportunities for advancement, and other means for promoting employee retention and preserving a stable workforce.
 - Employee Incentive Program. -- A description of the Proposer's program for rewarding outstanding employee performance and for enhancing the overall quality and performance of the workforce
5. Discuss Proposer's road-supervision plan, including staffing levels, specific responsibilities, vehicle availability, and supervision's role in adhering to Contract performance standards.
 6. Describe the hiring, training and retraining program for operators, road supervisors, dispatchers, and service/utility staff. Provide an outline of the number of hours of training, by subject, to be received by employees in each job category. Also include specific training outlines for transition employees and proposed innovative training and retraining programs.
 7. Provide a table at the end of this section identifying all employees proposed for this RFP by the following employee major-classifications with any sub-classifications as determined by the proposer.

- a. Management
- b. Supervision
- c. Operators
- d. Dispatch
- e. Service/Utility
- f. Administration
- g. Other (specify)

Tab 4 - Corporate Experience and Past Performance

This factor addresses the Proposer's relevant past and present performance of similar contracts. All references and information must be complete, current, supported, and transparent. If the Proposer fails to provide all data requested, the County may deem the Proposal nonresponsive.

Required Components

1. If Proposer is a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and state of incorporation. If Proposer is a joint venture, the Proposal shall submit an authentic copy of the joint-venture agreement and explain the structure of the proposed team and include a description of the proposed allocation of work, each joint-venture member's equity-interest percentage in the joint venture, and the reporting relationships between members. In addition, the Proposal must include an affirmation that each member agrees to be jointly and severally liable for performance of the Scope of Work.
2. List how many years Proposer has provided Transit Services.
3. List how many years Proposer has provided fixed-route Transit Service.
4. Describe previous experience on projects of similar size, scope and complexity and the Proposer's quality, timeliness and performance results for each project.
5. List all agencies for which Proposer has performed fixed-route and related services similar to the work described in the RFP during the past five (5) years. Include contact person, current telephone number, type and description of services provided, dates of service, and name of the client.
6. Describe significant accomplishments in contributing to the success of similar fixed-route services.
7. State the annualized number of revenue miles between accidents (preventable and non-preventable) for systems operated by Proposer 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).
8. Describe the cause of each citation or fine and Proposer's remedial action taken.
9. In the past five (5) years, has Proposer been asked to address allegations of adverse past performance (e.g., by Cure Letter and/or Notice to Show Cause Letter) to which the Proposer has responded? If yes, provide a detailed description of the performance issues, Proposer's response(s), and the remedies undertaken to correct the issues. Adverse past performance is defined as unsatisfactory or poor work or a less-than-satisfactory rating on any evaluation, or any unfavorable comment received from an agency without a formal rating system.
10. Has Proposer been terminated for breach of contract, convenience or cause during

the past five (5) years by any agency? If yes, please describe the circumstances in detail.

Tab 5 - Facilities/Equipment Experience

The County will provide facility maintenance of all fixed assets owned by the County as defined in the Scope of Work. The Proposer will be responsible for maintaining, in good working order, all other facilities and equipment. This factor addresses these requirements.

Required Components

1. Describe Proposer’s experience maintaining and operating transit facilities, equipment and vehicles used in projects of similar size and scope, including facility locations, size and general make-up, and alternative-fuel vehicles and technology.
2. Describe the availability and sufficiency of maintenance and support equipment to satisfactorily comply with all RFP requirements.
3. Specify the number, model, model year, and make of each type of non-revenue vehicle that Proposer will provide for this Contract.
4. Describe Proposer’s transit-vehicle maintenance program specifically applicable to County vehicles provided for this service, including emergency components, and interior and exterior cleaning.
5. Describe Proposer’s understanding and proposed use of the existing facilities and vehicle technology.
6. Describe Proposer’s approach to road-call management and resource allocations to support the plan.

Tab 6 – Required Submittal Forms (located in Section 8 of the RFP)

Certification Form (8.2)

Payment Terms (8.3)

Addenda Certification (8.4)

Debarment and Suspension Certificate (8.5)

Lobbying Certification (8.6)

DBE Form “Attachment A – Outreach Efforts”

Tab 7 – Price Proposal Package

3.6 PRICE PROPOSAL

The Proposer must complete the Price Proposal forms in Section 8.1 of this RFP and submit them as **Tab 7- Price Proposal Package**, along with the required documents listed below in Section 3.7 “Financial Responsibility.” The Proposer shall provide a cost for Fixed Route, Paratransit/Dial-A-Ride Service for each Contract year for performing all services described in the Scope of Work. The current service levels set forth in the Scope of Work are for proposal purposes and are subject to change should circumstances, as determined by the County, dictate.

3.7 FINANCIAL RESPONSIBILITY – SUBMITTED WITH PRICE PROPOSAL

The County Auditor or other designated personnel will independently review this category.

This category will not be scored but will be reviewed to determine Proposer's financial responsibility. Unless a Proposer's financial responsibility is satisfactory and can be fully verified and documented, the County will deem its proposal nonresponsive. Each Proposer shall submit the following financial information with its Price Proposal.

Required Components

1. Disclose Proposer's available operating capital for this project and its source, and provide the amount of any financing proposed for the project, its source, and the repayment terms.
2. State whether any participant in the proposal has ever filed bankruptcy proceedings. If so, state the date, jurisdiction, amount of liabilities, and amount of assets. Provide this information on a separate statement with the heading "BANKRUPTCY INFORMATION."
3. Provide detailed information regarding litigation, liens, or claims that as alleged exceed \$10,000 and have resulted or may result in litigation against any participant.
4. Provide audited financial statements of Proposer for the last three (3) years. If Proposer is a partnership, submit audited financial statements for each partner. If audited statements are not available, the County will require Proposer to submit reliable financial information satisfactory to the County.
5. Describe Proposer's experience and familiarity with the FTA Uniform Accounting and Reporting System of Accounts and with National Transit Database Reporting.
6. Provide a minimum of two bank credit references. Include the bank officer's name, title, and current telephone number.

3.8 PROPOSER EXCEPTIONS

The Proposer shall identify and list all exceptions to this RFP by referring to the page number and the specific section or paragraph to which Proposer takes exception and stating the exception clearly and specifically. The Proposer shall provide a complete explanation of why the exception was taken and what benefit would accrue to the County if it considered the exception. The Proposer shall list all exceptions in its technical proposal under the heading "**Table of Exceptions to the RFP.**" Exceptions that appear elsewhere in the Proposal are invalid and will not be considered.

All exceptions to the **Draft Contract-Attachment A** or to mandatory or material requirements of this RFP must be submitted by the due date for questions in Section 3.1 "Inquiries." The County may reject any and all exceptions. Proposer may not take exception to mandatory RFP requirements or to requirements that are conditions of responsiveness.

3.9 ADDENDA

All Questions shall be submitted in writing to the appropriate person as shown in Section 3.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall

acknowledge receipt of all addenda in their proposal by submitting a signed copy of the "Addenda Certification" (Section 8.4) with their Technical Proposal. All addenda are part of the RFP and the resulting Contract.

3.10 RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.

3.11 COUNTY RESERVATION OF RIGHTS

The County reserves the right to cancel the RFP in whole or in part, in its sole discretion, at any time before the Contract is approved and fully executed on the County's behalf.

The County reserves the right to reject any or all proposals, to undertake discussions with one or more Proposers, and to accept that proposal which, in its judgment, will be the best value and most advantageous to the County, considering all of the evaluation criteria.

3.12 LATE PROPOSALS NOT CONSIDERED

Proposals received after the stipulated opening date and time will not be considered.

3.13 RFP INCONSISTENCIES OR ERRORS

If a Proposer discovers any ambiguity, inconsistency or error in the RFP, the Proposer shall promptly notify the County in writing. If the Proposer fails to notify the County within twenty (20) calendar days before the deadline for submitting proposals, this failure waives all claims of ambiguity, inconsistency or error, and the County's interpretation of the RFP will govern.

3.14 PROPOSER ERRORS OR OMISSIONS

The County is not responsible for any Proposer errors or omissions.

3.15 PROPOSER INCURRED COSTS

The Proposer assumes and shall pay and discharge all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the County and will not be returned after the proposal submission deadline.

3.16 MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or canceled by a Proposer for two hundred forty (240) calendar days following the proposal submission deadline and, by submitting a proposal, each Proposer agrees to keep the proposal firm for that period of time. Proposals may be withdrawn, altered and/or resubmitted at any time before the submission deadline.

Notice of withdrawal must be in writing and signed by the Proposer's authorized representative. Written notice of withdrawal must be received before the proposal due date and time. Withdrawn proposal(s) may be resubmitted before the submittal due date and time.

3.17 PROPOSER CERTIFICATION

By submission of a proposal, the Proposer certifies that it has not paid or agreed to pay any fee, commission, or other item of value contingent on the award of a contract to any employee, official or current consultant of the County.

3.18 County’s RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

In its sole discretion, the County reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest disclosed before Contract award. Any Proposer submitting a proposal waives all objections to the County’s exercise of this right, now or at any future time, before anybody or agency, including but not limited to, the Mesa County Board of Commissioners and any court.

3.19 COVENANT AGAINST CONTINGENT FEES

The Proposer warrants that no person or selling agent has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business.

For breach or violation of this warranty, the County may cancel the Contract without liability; in its discretion, the County may deduct from the Contract price the consideration paid; or the County may otherwise recover the full amount of the commission, brokerage or contingent fee.

3.20 EXECUTION OF AGREEMENT

The “Draft Contract” included in the RFP as **Attachment A** will form the basis of any Contract between the County and the successful Proposer. The successful Proposer will be liable to perform all duties and obligations in the “Draft Contract,” subject to any mutual amendments thereto prior to final execution by the parties.

Within fifteen (15) calendar days of notice from the County that the Contract has been finalized, the successful Proposer shall sign and deliver the Contract to the County.

SECTION 4 – EVALUATION AND AWARD

4.1 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

The County will evaluate and negotiate Proposals, select the Proposer whose proposal represents the best value to the County, and award any Contract in accordance with the criteria and procedures described in this RFP, including this section. The RFP’s approach contemplates that proposals will first be evaluated to determine which ones are in the Competitive Range. The County may then discuss with Proposers and negotiate proposals in the Competitive Range, after which the County may request BAFOs. But the County may select a proposal for award without discussions or negotiations and without requesting BAFOs.

4.2 EVALUATION COMMITTEE

The County will appoint an Evaluation Committee. The Evaluation Committee may consist of County staff, staff from other government agencies, and other persons. The Contracting Officer will chair the Evaluation Committee, and he will serve in a non-voting capacity. The Evaluation Committee will evaluate proposals, establish the Competitive Range, negotiate proposals, and select the Proposer, if any, to receive the Contract award.

The County may appoint a Technical Advisory Team to provide technical assistance to the Evaluation Committee. The Technical Advisory Team may consist of County staff, staff from other government agencies, and other persons. The Technical Advisory Team will evaluate the technical portion of each proposal for compliance with the RFP specifications. The Technical Advisory Team will provide a summary of their technical review to the Evaluation Committee.

The Contracting Officer will review and score Price Proposals. The Proposer offering the lowest total cost for the three year base term and seven option year terms of the Contract for fixed route service will receive the maximum percentage allocated for price. All other Proposers will receive percentage points based on the mathematical relationship between their proposed price and the lowest Proposer's price.

4.3 PROPOSAL SELECTION PROCESS

This section describes the process by which proposals will be reviewed and evaluated and the Proposer selected for a potential award. In selecting a Contractor, the County will apply the evaluation criteria set forth below.

The section "Qualification (Responsibility) Requirements" below specifies the requirements for determining responsible Proposers, all of which requirements must be met by a Proposer to be found qualified. The final determination of a Proposer's qualifications will be based upon all information received during the evaluation process.

The section "Proposal Evaluation Criteria" below contains the evaluation criteria, and specifies their relative weight, by which proposals will be evaluated. An award, if made, will be to a responsible Proposer whose proposal represents the best value to the County based on price and all other evaluation criteria.

4.3.1 Qualification (Responsibility) Requirements

The following requirements determine Proposer responsibility. All of these requirements must be met. They are not listed in order of importance. The County's final review of a Proposer's responsibility will be based on the information in the proposal, any information submitted at the County's request, all information in a best and final offer, and information received from Proposer's references. Any Proposer whose proposal does not meet these requirements, as determined by the Evaluation Committee, is not responsive, and the Proposer's proposal will not be considered further in the evaluation process. The requirements are as follows.

- A. Each Proposer shall possess and demonstrate the financial strength, resources and capability to perform the Work and to complete the Contract in a satisfactory manner, as measured by the following:
 - 1. Proposer's financial statements, which must be prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is domiciled and which statements must be audited by an independent, certified public accountant. The County Auditor, or other designated personnel, will independently review the financial responsibility of Proposers.
 - 2. Proposer's ability to secure the required performance bond as evidenced

by a letter of commitment from a surety authorized to write surety business in Colorado confirming that the Proposer can be bonded for the required amount.

3. Proposer's ability to secure the required insurance coverages in limits that meet minimum RFP requirements, all as evidenced by a commitment letter from an underwriter confirming that Proposer is insurable for the required coverages in the required limits.
- B. Each Proposer shall demonstrate evidence that its human and physical resources are sufficient to perform the Contract 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.
- C. Each Proposer shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity as evidenced by client references.

4.3.2 Proposal Evaluation Criteria

The following constitute the criteria, listed in order of importance, by which the County will evaluate and rank Proposals for purposes of determining the Competitive Range and selecting a Proposal for a potential award.

The Contracting Officer will review and analyze all Proposer exceptions, conditions, reservations or understandings, if any, stated in each proposal. If the exceptions, conditions, reservations or understandings are acceptable, the Evaluation Committee will evaluate the proposal according to the evaluation criteria affected by the exceptions, conditions, reservations or understandings. The County may reject any and all exceptions. Proposer may not take exception to mandatory RFP requirements or to requirements that are conditions of responsiveness.

- A. Proposer's Total Price (0-50 points)
The price evaluation will be based on the total price to the County for the base term and each option term of the Contract based on estimated annual hours. The Proposer offering the lowest overall price will receive the maximum points allocated for price. All other Proposers will receive points based on the mathematical relationship between their proposed prices and the lowest Proposer's price.
- B. Proposer's Qualifications, Experience and Past Performance (0-20 points)
1. Demonstrated past and present performance of a contract similar to this Contract.
 2. Experience operating a comparable transit agency.
 3. Professional references.
 4. Safety record.
- C. Proposer's Proposed Organizational Structure (0-15 points)
1. Qualifications and experience of key staff assigned to this Contract.
 2. Organizational structure and staffing to effectively accomplish the work required.

3. Strategies for enhancing service quality, productivity and performance.
 4. Procedures for training and retraining qualified personnel.
- D. Proposer's Understanding of Scope of Work and Transition Plan (0-15 points)
1. Understanding of work scope and complexity of fixed-route services contemplated in this RFP.
 2. Approach to start-up system implementation and operation, maintenance plan, safety and training plan.
 3. Appropriate labor distribution among activities.
 4. Proposed quality control plan.

4.4 EVALUATION PROCEDURE

The detailed evaluation forms and procedures follow the same proposal format and organization specified in Section 3.5 "Proposal Format." Therefore, Proposers must closely read and strictly follow all instructions. By submitting a proposal, the Proposer accepts all of the Contract documents, except the conditions, exceptions, reservations or understandings that are explicitly, fully and separately stated and submitted in accordance with Section 3.8 "Proposer Exceptions." Under the criteria set forth in Section 4.3 "Proposal Selection Process," the Evaluation Committee will evaluate any conditions, exceptions, reservations or understandings that do not result in the rejection of the proposal.

Evaluations will be made in strict accordance with all of the evaluation criteria specified in Section 4.3 "Proposal Selection Process." The Evaluation Committee will recommend the Proposal that constitutes the best value and is the most advantageous to the County.

4.5 EVALUATION OF COMPETITIVE PROPOSALS

4.5.1 Determining Responsiveness

Nonresponsive proposals will not be considered in the evaluation process. The RFP states criteria that determine responsiveness, and the RFP identifies terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal nonresponsive. The Contracting Officer in consultation with legal counsel will review only exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated in a proposal to determine if one or more are acceptable. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive.

4.5.2 Qualification of Responsible Proposers

The Contracting Officer, in consultation with legal counsel, will review each Proposal to determine if the Proposer is responsible. This determination will be made based on the initial information in the Proposal, any information at the County's request information in any best and final offer, and information received from Proposer's references, including information about Proposer's past history. A review of responsibility may occur up to contract award.

4.5.3 Detailed Evaluation of Proposals and Determination of Competitive Range

The Evaluation Committee will perform and document its evaluation in accordance with the criteria and procedures set forth in RFP Section 4.3 "Proposal Selection Process." During deliberations, the Evaluation Committee will reach a consensus

score for each evaluation criterion except price, which the Contracting Officer will score. The consensus scores will determine the Proposers' rankings and which Proposals are within the Competitive Range.

4.5.4 Proposals not within the Competitive Range

In accordance with County policies, the County will notify Proposers of any proposals that the County has determined are not in the Competitive Range.

4.5.5 Discussions with Proposers in the Competitive Range

The County will notify each Proposer whose proposal is in the Competitive Range and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the County and asked to discuss answers to written or oral questions or provide clarifications to any facet of its proposal.

If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract requirement as provided in Section 3.8 "Proposer Exceptions," the County may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the County in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the County may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the County may determine the Proposal is nonresponsive, and the County may revoke its determination that the proposal is in the Competitive Range.

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

4.5.6 Site Visits

The County reserves the right to inspect the Proposer's facilities and/or other transit systems where the Proposer has supplied the same or similar services.

4.5.7 Best and Final Offers (BAFO)

Each Proposer in the Competitive Range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following:

1. Notice that discussions/negotiations are concluded.
2. Notice that this is the opportunity to submit a written BAFO.
3. A common date and time for submission of a BAFO by each Proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.
4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.

5. Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

If a Proposer's BAFO modifies its initial Proposal, the modifications must be identified in the BAFO. The County will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The County will adjust appropriately the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in Section 4.3 "Proposal Selection Process" as weighted, the County will then perform final scoring and prepare final rankings.

The Evaluation Committee will recommend the proposal that is the best value and most advantageous to the County based on the evaluation criteria. The results of the evaluation and the selection of a Proposer for any award will be documented in the solicitation file.

The County reserves the right to make an award to a Proposer whose proposal it judges to be the best value and most advantageous to the County based on the evaluation criteria, without conducting written or oral discussions with any Proposer and without soliciting BAFOs.

4.5.8 Debriefing

After Contract award, unsuccessful Proposers will be notified and may request a debriefing.

4.6 PROTEST PROCEDURE

4.6.1 Protest

Any actual or prospective bidder, contractor or vendor who is aggrieved in connection with the solicitation or award of a contract and purchase order may protest to the Purchasing Director, or County Administrator as set out in this section. The protest shall be submitted in writing to the Purchasing Director or his designated representative, within seven working days after the aggrieved person knows or should have known of the facts giving rise thereto.

- A. Protests in connection with a solicitation or award of a contract involving an amount less than \$50,000 shall be filed with and determined by the Purchasing Director.
- B. Protests in connection with a solicitation or award of a contract involving an amount of \$50,000 or more shall be filed with and determined by the County Administrator.

4.6.2 Authority

The County Purchasing Director or County Administrator, as set out in this section, shall have the authority to settle and resolve a protest of an aggrieved bidder, contractor or vendor, actual or prospective, concerning a solicitation or award of a contract. A written decision regarding the protest shall be rendered within 30 working days after the protest is filed. This authority shall be exercised in accordance with the County procurement rules and regulations set forth herein. The County reserves the right to make determinations that are deemed in the best interest of the County. If 30 days have passed without a decision, the written protest shall be forwarded to the County Attorney's office for resolution.

4.6.3 Protests involving Federal Transit Administration (FTA) Funded Projects

- A. Vendors who protest an FTA funded purchase have an additional remedy if their

protest is denied by the County. They may also protest the award, (after these administrative processes have been exhausted) directly to the Federal Transit Administration.

- B. FTA will only entertain a protest that alleges the grantee failed to follow their protest procedures and that such a protest must be filed in accordance with the Circular; and
- C. Allowance for request for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation).
- D. The County will notify FTA of any protests received relating to FTA funded projects.

SECTION 5 – SPECIAL TERMS AND CONDITIONS

5.1 METHOD OF PAYMENT AND INVOICING

The County will compensate the Contractor for satisfactory and complete performance of work under the Contract at the prices set forth in the Contract.

The Contractor shall be paid on a monthly basis in arrears. The Contractor shall submit one invoice, to the County for services provided during the previous month. The amount invoiced shall be based on the following:

- 5.1.1 Fixed Hourly Rate - Contractor shall be paid a fixed hourly rate for each vehicle service hour operated during the calendar month. The Hourly Rate shall be in consideration for the cost of performing those services set forth in this Scope of Work which may vary according to the level of Service operated (Variable Costs).
- 5.1.2 Monthly Fixed Rate - In addition to the Fixed Hourly compensation, Contractor shall be paid a fixed monthly rate for each calendar service month. The monthly rate shall be in consideration for the cost of performing those services set forth in this Scope of Work that must be provided or available regardless of the level of service operated (Fixed Costs).
- 5.1.3 Fare Revenue - All fares, contributions, and donations for Transit Services shall be set, modified and managed according to the FTA requirements. Cash collections from program participants are the property of Contractor, but must be utilized first to off-set operational costs. Such monies collected may not be used for capital expenditures as prohibited by FTA regulations.
- 5.1.4 Other – All other costs such as liquidated damages, vehicle repairs due to contractor's staff or subcontractors, etc will be deducted from the monthly invoice. If the County requests additional services, these additional costs will be reflected on the monthly invoice.
- 5.1.5 Invoicing - Not later than the 10th calendar day after the end of each month during the term of this Agreement, the Contractor shall submit to the County a statement of services rendered during the preceding month and an invoice for these services as set forth above. The monthly invoice shall contain the date, supporting documentation, invoice amount and be accompanied by submission of the Monthly/Quarterly/Annual Summary Reports as described herein. The invoice must the actual number of revenue hours operated for that month less farebox revenue and liquidated damages. After verification of the statement, the County shall attempt

to pay the amount due to the Contractor on or before the 30th day of the month in which the statement has been submitted. Advance payments are not authorized. Payment will be made only for actual services that have been received. Payment of invoice(s) will be delayed if an invoice or supporting documentation submitted is incorrect or incomplete.

Monthly invoices must be sent to:

Mesa County Regional Transportation Planning Office
Dept. 5093, PO Box 20,000
Grand Junction, CO 81502-5001
rtpo@mesacounty.us

5.2 PRICE

All prices must be firm and fixed for the Base Term and all Option Terms of the Contract. After the Base Term, the cost of services will be adjusted to conform to those submitted by the Contractor for each additional option term of the Contract taking into account any change in service hours of more or less than 10%.

5.3 ADDITION/DELETION OF SERVICES

The County reserves the right to add and/or delete services under this Contract. If service levels increase or decrease beyond the stated percentage range, the cost per revenue hour will be adjusted in accordance with the Contract price.

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

At any time, the County may require the Contractor to increase or decrease the number of Vehicle Revenue Hours provided. If the increase or decrease in Vehicle Revenue Hours operated does not exceed 10% of the estimated hours identified in the Agreement in any one year, the rates proposed by the Contractor shall remain in effect. If the cumulative change in vehicle revenue hours, as requested by the County, exceeds 10% in any one year, the County and Contractor may request negotiation of new rates of compensation. Any change in the rates of compensation shall be directly attributable to changes in the cost of operations as a result of the change in the volume of service provided.

5.4 UNSATISFACTORY PERFORMANCE

If any of the Transit Services performed hereunder or equipment provided hereunder are not in conformity with the requirements of this Contract, the County shall have the right to require Contractor to immediately take all necessary steps to ensure future performance of the Transit Services in conformity with the requirements of the Contract, and the County may reduce the Contract price to reflect the reduced value of the actual scheduled revenue hours performed.

In the event Contractor fails promptly to take necessary steps to ensure future performance of the Transit Services is in conformity with the requirements of this Contract, the County shall have the right to terminate this Contract for default.

5.5 INDEMNIFICATION OF COUNTY AGAINST LIABILITY

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless Mesa County and its officers, officials, agents, and employees (collectively “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (collectively “Claims”) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor from and against any and all Claims. The Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

5.6 INSURANCE REQUIREMENTS

The Contractor and its subcontractors must provide to the County within seven (7) business days after receiving notice of Contact award, a certificate of insurance acceptable to the County in the amounts and form specified below. Failure of the Contractor or any of its subcontractors to maintain the required insurance during the Base Term of the Contract, and any Option Terms, may result in immediate termination of this Contract without notice. Insurance requirements are subject to periodic review and adjustment by the County.

The Contractor and its subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under the Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract, or otherwise limit the liability of the Contractor. The County in no way warrants that the minimum limits contained in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance as may be determined necessary.

The Contractor may satisfy these requirements with a combination of insurance or self-insurance. If the Contractor elects to self-insure any part or all of these requirements, it must disclose to the County the level of self-insurance elected prior to entering into the Contract. The County may require the Contractor to produce evidence of financial stability and ability for any level of self-insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: The Contractor must provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy must include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$ 5,000,000
- Products – Completed Operations Aggregate \$ 5,000,000
- Personal and Advertising Injury \$ 5,000,000
- Fire Damage (Damage to Rented Premises) \$ 5,000,000
- Each Occurrence \$ 5,000,000

The policy must be endorsed to include the following additional insured language:
"Mesa County, Colorado is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor and with respect to Contractor's occupancy and use of the County's premises."

2. **Automobile Liability**

Bodily Injury and Property Damage Liability for any owned, hired, and non-owned vehicles used in the performance of the contract.

- Combined Single Limit (CSL) \$5,000,000
- UM/UIM Per Person Limit \$1,000,000
- UM/UIM Per Accident Limit \$1,000,000

The policy must be endorsed to include the following additional insured language:
"Mesa County, Colorado is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation – Limits as required by the laws of the State of Colorado.

Employers' Liability \$1,000,000

Policy must contain a **waiver of subrogation** against Mesa County.

4. **Property Insurance – Contractor's Property and Equipment**

The Contractor must maintain all risk property insurance for the Contractor's personal property. The County will have no responsibility for any damage to the Contractor's personal property and the Contractor's property insurance must be endorsed to include a waiver of subrogation against the County.

5. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$ 25,000

- a. The bond or policy must be issued with limits based on the amount of cash being handled by the Contractor.
- b. The bond or policy must include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy must include coverage for third party fidelity, i.e. property of third parties that is held by the Insured in any capacity, or property for which the

- Insured is legally liable.
- d. The bond or policy must include but not be limited to coverage for theft of property located on the Insured's premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.
 - e. The bond or policy must not contain a condition requiring an arrest and conviction.

ADDITIONAL INSURANCE REQUIREMENTS: Policies must include, or be endorsed to include, the following provisions:

1. On insurance policies where Mesa County is named as an additional insured, Mesa County must be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. Contractor's insurance coverage or self-insurance must be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of the contract.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the policy shall require the insurer to provide the County with a notice of cancellation thirty days prior to any cancellation or suspension of coverage for any reason. Such notice must be sent directly to: **Mesa County Regional Transportation Planning Office, Dept. 5093, PO Box 20,000, Grand Junction, CO 81502-5001**, and must be sent by certified mail or email to rtpo@mesacounty.us.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Colorado and with an "A.M. Best" rating of not less than A. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: The Contractor must furnish the County with certificates of insurance (ACORD) form or equivalent approved by the County as required by the 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 endorsements are to be received and approved by the County before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract or to provide evidence of renewal is a material breach of Contract.

All certificates required by the Contract must be sent directly to: Mesa County Regional Transportation Planning Office, Dept. 5093, PO Box 20,000, Grand Junction, CO 81502-5001, or email to rtpo@mesacounty.us. The County Contract number and project description must be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by the contract at any time.

SUBCONTRACTORS: Contractor shall not allow any subcontractor to commence work on any subcontract until all the insurance requirements set forth in this Contract for the

Contractor have also been obtained by any subcontractor and submitted to County for approval. Contractor shall maintain the necessary certificates and proofs-of-insurance documents on file for inspection by the County. All coverages for subcontractors must conform to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in the Contract must be made by the County Attorney's Office, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

5.7 CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

The Contractor agrees that all contract workers and subcontractors (collectively "contract worker(s)") that the Contractor provides pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") as set forth in this RFP. The Contractor shall perform at its sole cost and expense all such Background Screening pursuant to the provisions in this RFP. The provider of the Background Screening shall comply with all applicable laws, rules and regulations. The Contractor further agrees that the Background Screening required in this RFP is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in these provisions are the minimum requirements for this Contract. The County 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 Contract. Therefore, in addition to the specific measures set forth below, the Contractor and its contract workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract. The Contractor shall be responsible and shall warrant that all Background Screening information furnished to the County is accurate and current through the date of hire of the proposed contract worker.

5.7.1 Background Screening Requirements and Criteria

Because of the varied types of services performed, the County has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is Maximum Risk.

- A. Minimum Risk and Background Screening ("Minimum Risk").
A minimum risk Background Screening shall be performed when the contract worker: (i) will not have direct access to County facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to County/CITY facilities is escorted by a County/City worker.
- B. Standard Risk and Background Screening ("Standard Risk").
A standard risk Background Screening shall be performed when the contract worker's work assignment will: (i) require a badge or key for access for County/CITY facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted County information; or (iii) allow unescorted access to County/CITY facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/ legal name, and shall include felony and misdemeanor records from any County in the United States, the state of

Colorado, plus any other jurisdiction where the contract worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

C. Maximum Risk and Background Screening ("Maximum Risk").

A maximum risk Background Screening shall be performed when the contract worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of the County funds or control or inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to the County data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Colorado Department of Public Safety

5.7.2 Contractor Certification; County Approval of Maximum Background Screening

By executing this Contract, the Contractor certifies and warrants that the Contractor has read the Background Screening requirements and criteria set forth above, understands them and that the Contractor has satisfied all such Background Screening requirements for the Minimum Risk Background Screenings. In addition, for Maximum Risk Background Screening, the Contractor shall provide for the County's review and approval such Background Screenings for any contract worker considered for performing services under this Contract where human safety or facility security is classified as a Maximum Risk level. The County may, in its sole discretion, accept or reject any or all of the contract workers proposed by the Contractor for performing work under this Contract. A contract worker rejected for work at a Maximum Risk level under this Contract shall not be proposed to perform work under other County contracts or engagements without County's prior written approval.

Terms of This Provision Applicable to all of Contractor's Contracts and Subcontracts. The Contractor shall include the terms of this provision for contract worker Background Screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

5.7.3 Materiality of Background Screening Provisions; Indemnity

The Background Screening provisions of this Contract, as set forth above, are material to County's entry into this Contract and any breach thereof by the Contractor may, at County's option, sole and unfettered discretion, be considered to be a material breach of this Contract. In addition to the indemnity provisions set forth in Section 5.5 "indemnification of County Against Liability" of this RFP, Contractor shall defend, indemnify and hold harmless the County for any and all Claims (as defined in Section 5.5) arising out of these Background Screening provisions including, but not limited to, the disqualification of a contract worker by Contractor or the County for failure to satisfy these provisions.

5.7.4 Continuing Duty; Audit

The Contractor's obligations that the Contractor's workers satisfy the Background Screening requirements in these provisions shall continue throughout the entire term of this Contract. The Contractor shall notify the County immediately of any change to a Maximum Risk Background Screening of a contract worker previously approved by the County. The Contractor shall maintain all records and documents related to all Background Screenings and the County reserves the right to audit the Contractor's compliance with these provisions pursuant to Section 7.4 "Access to Records".

5.7.5 Colorado Required Background Check for a Contract for Public Services

The Contractor's background check must comply with Colo. Rev. Stat. §8-17.5-102. Any violations of the provisions may lead to termination of the Contract.

- The Contractor must confirm the employment eligibility of all employees who are newly hired for employment through participation in the e-verify program or the Department of Labor and Employment program.
- The Contractor is prohibited from using the e-verify or Department of Labor and Employment program to undertake preemployment screening of job applicants while the public contract for services is being performed.
- If the Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (A) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (B) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- The Contractor must comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation.

5.8 ACCESS CONTROLS, BADGE AND KEY ACCESS PROCEDURES

A contract worker shall not be allowed to begin work in any County facility without: (1) the prior completion and County's acceptance of the required background screening; and (2) when required, the contract worker's receipt of a County issued badge. A badge will be issued to a contract worker solely for access to the County facility(s) to which the contract worker is assigned. Each contract worker who enters a County facility must use the badge issued to the contract worker.

5.8.1 Key Access Procedures

If the contract worker's services require keyed access to enter a County facility(s), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available at and the completed form shall be submitted to the badging office at the address above.

5.8.2 Stolen or Lost Badges or Keys

The Contractor shall report lost or stolen badges or keys to the County prior to re-issuance of any lost or stolen badge or key. Payment must be received of the

applicable fees listed below prior to issuance of a new badge or key.

5.8.3 Return of Badges or Keys

All badges and keys are the property of the County and must be returned to the County within 24 hours of when the contract worker's access to a County facility is no longer required to furnish the services under the Contract. The Contractor shall collect a contract worker's badge and key(s) upon the termination of the contract worker's employment; when the contract worker's services are no longer required at the particular County facility(s); or upon termination, cancellation or expiration of this contract.

5.8.4 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach.

The Contractor's default under this section shall include, but is not limited to the following: (i) Contract Worker gains access to a County facility(s) without the proper badge or key; (ii) contract worker uses a badge or key of another to gain access to a County facility; (iii) contract worker commences services under this Contract without the proper badge, key or Background Screening; (iv) contract worker or Contractor submits false information or negligently submits wrong information to the County to obtain a badge, key or applicable Background Screening; or (v) 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 County facility or upon the expiration, cancellation or termination of the Contract. The Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect public health, safety and welfare. Accordingly, the Contractor agrees to properly cure any default under this section within three (3) business days from the date notice of default is sent by the County. The parties agree that the Contractor failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to the County at law or in equity, the Contractor shall be liable for and shall pay to the County the sum of one thousand dollars (\$500.00) for each breach by the Contractor of this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the County at the time and making of the Contract in the event that the 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 County's actual damages in event that the Contractor breaches this section. The parties further agree that three (3) breaches by the Contractor of this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by the Contractor of this section arising out of the default within a period of twelve (12) consecutive months shall constitute a material breach of this contract by the Contractor and the County expressly reserves all of its rights, remedies and interests under the contract by the Contractor and the County expressly reserves all of its rights, remedies and interests under the Contract, at law and in equity including, but not limited to, termination of the Contract.

5.9.4 Badge, Intrusion Breach and Key Fees

The following constitute the badge and key fees under this contract. The County reserves the right to amend these fees upon thirty (30) days prior written notice to

the Contractor.

Initial Badge Fee:	\$ 0.00	per applicant
Replacement Badge Fee:	\$ 15.00	per badge
Lost / Stolen Badge Fee:	\$ 15.00	per badge
Replacement Key Fee:	\$ 5.00	per key
Additional / Lost / Stolen Key Fee:	\$ 45.00	and up based on cost to rekey one lock or the whole building.

5.10 CONTINUITY OF SERVICES

The Contractor recognizes that the services under this Contract are vital to the County and must be continued without interruption, and upon Contract expiration, a successor—either the County or another Contractor—may continue these services. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

If transferred employees are required to undergo training, the Contractor shall work with the successor as to agreeable dates/times employees may be allowed to attend training session(s).

5.11 CONTRACT CLOSEOUT

At the end of the Contract, the County 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 County equipment provided to the Contractor. Any outstanding issues must be resolved within thirty (30) days of Contract completion, at which time a Notice of Contract Closure must be sent by the County to finalize the Contract closure between the parties. The Contractor shall keep all Contract-related records for a minimum of five (5) years after Contract completion, expiration or termination. Upon twenty-four (24) hour notice, the Contractor shall make available all records to the County 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 (5) years after the end of the Contract, whichever last occurs.

5.12 TRANSITION COOPERATION AGREEMENT

Upon expiration, termination or other conclusion of this Contract and of the Contractor's rights and duties under it, the parties anticipate that a successor provider may be selected by the County to perform the same or similar work. The successor provider may be the Contractor or some other individual, firm or entity.

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

5.12.1 The 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.

5.12.2 If original records are necessary for the successor provider to properly perform its legal obligations, Contractor shall provide the originals to the successor, and the Contractor shall keep copies of them.

- 5.12.3 Contractor shall share and permit copying of all pertinent personnel records.
- 5.12.4 Contractor shall execute documents necessary to effectuate a transfer of all contracts, goods, services and utilities.
- 5.12.5 Contractor shall not sell, transfer, convey or encumber any County assets or any of the assets to be transferred to the successor provider.
- 5.12.6 Contractor shall maintain all inventory levels necessary for the successor provider to continue to perform the work.
- 5.12.7 As the County may direct, Contractor shall surrender to the successor provider or to the County all County-owned real, personal and/or intellectual property.
- 5.12.8 Contractor shall inventory all property (real, personal or mixed) purchased or leased with County funds and all property in which the County has an ownership or possessory interest. Contractor shall include a description of the property and its location in sufficient detail to permit easy identification.

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

SECTION 6 – GENERAL TERMS AND CONDITIONS

- 6.1 Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

- 6.2 Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 6.3 Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary

to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.

- 6.4 Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 6.5 Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 6.6 Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 6.7 Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 6.8 Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 6.9 Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 6.10 Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 6.11 Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 6.12 Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 6.13 Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner.
- 6.14 Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 6.15 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 6.16 Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 6.17 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 6.18 Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 6.19 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 6.20 Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 6.21 Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 6.22 Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 6.23 Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 6.23.1** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 6.23.2** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 6.23.3** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 6.24 Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 6.25 Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 6.26 Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 6.27 Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 6.28 Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 6.29 Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 6.30 Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 6.31 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 6.32 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 6.33 Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 6.34 Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 6.35 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 6.36 Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 6.37 Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 6.38 Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 6.39 Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 6.40 Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds that are not authorized by Owner.
- 6.41 Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 6.42 OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 6.43 Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

- 6.44 Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the Owner for its employees.
- 6.45 Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 6.46 Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked “Alternate Proposal”. The Owner reserves the right to make award in the best interest of the Owner.
- 6.47 Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 6.48 Definitions:**
- 6.48.1** “Offeror” and/or “Proposer” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner’s RFP.
 - 6.48.2** The term “Work” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
 - 6.48.3** “Contractor” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
 - 6.48.4** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

6.49 Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

6.50 Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

6.50.1 "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 7 - FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

7.1 APPROPRIATION AND THE AVAILABILITY FUNDING

The Contractor acknowledges and understands that this contract is funded in whole or in part by the Federal Transit Administration (FTA) and administered by the County. Both the County and the Contractor are parties to this Contract. In accordance with the Colorado Constitution, Article X, Section 20, performance of the County's obligations under this Contract is expressly subject to annual appropriation of funds by the FTA and/or the County's Board of County Commissioners for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Contract, or appropriated funds may not be expended due to the County, Constitutional or the FTA spending limitations, then the County may terminate this Contract without compensation to the Contractor. Performances of the Contractor's obligations under this Contract are expressly subject to appropriation of funds by the County and/or the FTA

and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that County and/or FTA funds are not appropriated in whole or in part sufficient for performance of the Contractor's obligations under this Contract, or appropriated funds may not be expended due to legal limitations on non-availability, then the County may terminate this Contract without compensation to the Contractor.

7.2 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

7.3 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

7.4 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

7.5 FEDERAL CHANGES

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

7.6 CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

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

"Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7.7 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

7.8 ENERGY CONSERVATION REQUIREMENTS

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

7.9 TERMINATION PROVISIONS

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

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

c. **Opportunity to Cure (General Provision)** Mesa County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Mesa County's satisfaction the breach or default of any of

the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by Contractor of written notice from Mesa County setting forth the nature of said breach or default, Mesa County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Mesa County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Mesa County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Mesa County shall not limit Mesa County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) Mesa County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Mesa County may terminate this contract for default. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

If this Contract is terminated while the Contractor has possession of the County's goods, the Contractor shall, upon direction of the County, protect and preserve the goods until surrendered to the County or its agent. The Contractor and Mesa County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

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

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the County, acts of another Contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within ten (10) calendar days from the beginning of any delay, notifies the County in writing of the causes of delay. If in the judgment of Mesa County, the delay is excusable, the time for completing the work shall be extended. The judgment of Mesa County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

i. Termination for Convenience or Default (Architect and Engineering) Mesa County may terminate this contract in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligations. Mesa County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any

additional cost incurred by the County.

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

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

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

If, after serving a notice of termination for default, Mesa County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Mesa County after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

7.10 DEBARMENT AND SUSPENSION

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

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

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

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

7.11 BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18 FTA Circular 4220.1)

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

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

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

Remedies - Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the Contract or its breach will be decided by arbitration if the parties mutually agree, or in the Mesa County District Court, the jurisdiction of which the parties consent to.

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

7.12 LOBBYING 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

Clause and specific language herein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

7.13 CLEAN AIR 42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

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

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

7.14 CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7.15 FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118; 41 CFR Part 301-10 (Involving foreign transport or travel by air)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-

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

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act. Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

7.16 BONDING REQUIREMENTS

Performance and Payment Bonding Requirements (Non-Construction)

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

(a) The following situations may warrant a performance bond:

1. The County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the County, after recognizing the latter concern as the successor in interest, desires assurance that it is

financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the County determines that a lesser amount would be adequate for the protection of the County.

2. The County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

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

Patent Infringement Bonding Requirements (Patent Indemnity)

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

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by County, free from faults and defects and in conformance with the

Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

7.17 DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged Business Enterprise (DBE) Participation: For this solicitation, the County has not established a race- or gender- conscious DBE participation goal. The County extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The County uses race- and gender-neutral measures to facilitate participation by DBEs. The County encourages each Offeror to voluntarily subcontract with DBEs to perform part of the work—a Commercially Useful Function—that Offeror might otherwise perform with its own forces. This RFP requires outreach efforts to DBEs as outlined below.

7.17.1. 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 County must track and report DBE participation that occurs as a result of any subcontract, procurement, JV, or other arrangement involving a DBE. For this reason, the Successful Offeror shall provide all relevant information to enable the required reporting.

7.17.2. Counting DBE Participation. The County will count DBE participation as authorized by federal regulations. A summary of these regulations can be found at <https://www.codot.gov/business/civilrights/dbe>.

7.17.3. DBE Certification. Only firms (1) certified by CDOT, 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 County's tracking and reporting obligations to USDOT.

7.17.4. REQUIRED OUTREACH EFFORTS: The County has implemented outreach requirements for this Contract. Specifically, each Offeror shall: (1) identify DBE participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from DBEs; (3) evaluate DBE proposals; and (4) communicate

selection decisions to DBEs, including each rejection of a proposal. If a Offeror fails to conduct these Outreach Efforts or fails to submit the required documentation of Offeror 's Outreach Efforts as indicated in Section 7.17.5 below, the County may determine that the Offeror's submittal is nonresponsive. A determination of nonresponsiveness disqualifies Offeror from further consideration for the Contract award.

7.17.5 SUBMITTAL REQUIREMENTS: Outreach-Efforts documentation due with initial qualifications-based submittal.

DBE Attachment A. Each Offeror shall complete and submit Attachment A documenting its diligent, good-faith Outreach Efforts. Attachment A must be submitted with the initial qualifications-based submittal. Each Offeror shall list in Attachment A all DBEs contacted by Offeror in preparing its submittal. Each Offeror shall also provide the following minimum information to document its Outreach Efforts. The DBE Liaison Officer will consider this information to determine whether Offeror has demonstrated the required Outreach Efforts:

- 1) Each business's full legal name and contact information;
- 2) Scope of work solicited (brief description, percentage of contract value);
- 3) Solicitation method (personal contact, telephone, fax, e-mail, other);
- 4) Selection process; and
- 5) Communication of selection outcome to each participant.*

* Offeror shall provide supporting documentation that shows Offeror has communicated its final selection decisions and outcomes to all DBEs, including those not chosen to participate in this Contract.

Each Offeror shall complete DBE Attachment A in accordance with the following instructions.

- 1) Each Offeror shall actively contact DBEs for each scope of work or business opportunity selected for Outreach Efforts (Columns A and B).
- 2) Offeror's contacts with DBEs should occur well before the deadline for the initial qualifications-based submittal to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.
- 3) Offeror shall ask each firm to indicate the number of its employees (Column A).
- 4) For each DBE's annual gross receipts, Offeror shall ask the firm to indicate the gross-receipts bracket into which it fits (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) rather than requesting an exact figure from the firm (Column A).
- 5) If Offeror does not select a DBE to participate in the Contract, Offeror shall explain the reason why (Column D).
- 6) Offeror shall notify each DBE contacted whether or not Offeror selected the firm. Offeror shall notify all firms not selected, and Offeror shall state when (date) and how (method) the selection outcome was communicated to each firm (Column E).

Supporting Documentation. Each Offeror shall complete and submit supporting

documentation of its Outreach Efforts related to DBE Attachment A.

a. Offeror shall submit with DBE Attachment A—on the due date for DBE Attachment A—all supporting documentation of Offeror’s contacts with DBEs for each scope of work or business opportunity selected for Outreach Efforts.

b. This documentation must include (1) descriptions of scopes of work and business opportunities identified for DBE participation, and (2) a copy of the actual solicitation sent to interested DBEs. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce.

c. Offeror shall submit documentation that establishes how Offeror communicated its selection decisions and outcomes to each DBE not selected for this Contract. This documentation may be in the form of a letter, e-mail, or telephone log. The documentation must show the name of the person contacted and the date.

d. For all of the above documentation, if Offeror uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Offeror must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of transmission. For telephone contacts, Offeror shall document the date and time of the call and the names of the respective persons representing Offeror and the DBE.

7.17.6. Documentation due within seven days after final negotiations:

DBE Attachments B-1 and B-2. Within seven days after final negotiations with the County, the Offeror selected for negotiations shall complete and submit Attachments B-1 and B-2. Offeror must show diligent, good-faith Outreach Efforts and provide information regarding its DBE selection decisions and outcomes for all negotiations with DBEs. DBE Attachment B-1 must contain the names of all DBEs reported as “selected” on Attachment A, Column D, and all supporting documentation (if applicable).

Instructions for completing DBE Attachments B-1 and B-2:

a. DBE Attachment B-1 Negotiations with DBEs. The Offeror shall provide the following information in DBE Attachment B-1, which the DBE Liaison Officer will evaluate to determine whether Offeror negotiated diligently and in good faith with the DBEs identified in Attachment A, Column D, as potential participants in the Contract’s business opportunities:

- 1) Each business’s full legal name and contact information;
- 2) Scope of work to be performed (brief description, percentage of contract value);
- 3) Type of agreement;
- 4) Agreement amount; and
- 5) Communication of final selection outcomes to participants.*

*The Successful Offeror shall provide supporting documentation that shows Offeror has communicated its final selection decisions and outcomes to all DBEs, including those not chosen to participate in this Contract.

The Successful Offeror shall complete all appropriate boxes in DBE Attachment B-1 and shall indicate the firms with which Offeror has negotiated, including firms that Offeror proposes will participate in and perform part of the Contract. Supporting documentation may include copies of e-mails, letters, faxes, or contact logs stating the name of the firm, date and time of communication, and the identity of the person contacted.

b. DBE Attachment B-2 DBE Utilization Commitment. The Successful Offeror shall sign and submit DBE Attachment B-2, which commits the Successful Offeror to the County Agency as follows:

- 1) The firms indicated as selected in Attachment B-1 will participate in the Contract;
- 2) The Successful Offeror will comply with the Race- and Gender-Neutral post-award requirements as stated in Section 7.17.7 below;
- 3) Any and all changes, substitutions, or termination of a DBE firm must first be authorized by the DBE Liaison Officer before implementation; and
- 4) The proposed total DBE participation percentage is true and correct.

Offeror shall ensure that the percentages proposed for DBE participation on DBE Attachment B-1 equal the total percentage proposed in DBE Attachment B-2.

If the Successful Offeror fails to timely submit a completed copy of DBE Attachment B-1 or DBE Attachment B-2, or fails to provide the required supporting documentation for DBE Attachment B-1, the County Agency may determine that Offeror's proposal is nonresponsive. A determination of nonresponsiveness disqualifies Offeror from further consideration for the Contract award.

c. Failure To Meet Outreach Requirements. The DBE Liaison Officer will determine, in writing, whether Offeror has satisfied all outreach requirements. If the DBE Liaison Officer determines that Offeror has failed to satisfy the outreach requirements (specified in Section 7.17.5), then the DBE Liaison Officer may determine that the submittal is nonresponsive. A determination of nonresponsiveness disqualifies Offeror from further consideration for the Contract award. The County Agency shall send written notice to Offeror stating the basis for DBE Liaison Officer's decision.

d. Administrative Reconsideration. If the DBE Liaison Officer determines that Offeror did not properly complete Attachment A or Offeror failed to demonstrate sufficient Outreach Efforts or failed to submit required documentation, then the County will permit Offeror to request for reconsideration on this determination. In its request for reconsideration, Offeror may clarify its submittal. But Offeror may not submit or refer to new or revised documents or information. The County will only reconsider the original submittal as clarified in the request for

reconsideration.

If Offeror requests reconsideration of the DBE Liaison Officer's determination of nonresponsiveness based on insufficient Outreach Efforts or insufficient documentation, then Offeror must provide written notice to the County within three business days of the County's notice of disqualification to Offeror. The request for reconsideration should be e-mailed to the Procurement Officer and the DBE Liaison Officer and also mailed to:

Mesa County RTPO
ATTN: DBE Liaison Officer
Dept. 5093, PO Box 20,000
Grand Junction, CO 81502-5001

7.17.7. POST-AWARD COMPLIANCE REQUIREMENTS

A. Subcontracting Commitment. Promptly after Contract award, the Successful Offeror shall submit to the County a list of all subcontractors and copies of all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between the Successful Offeror and any DBE.

The Successful Offeror shall not terminate any DBE Subcontracts, and the Successful Offeror shall not alter the scope of work or reduce the Subcontract amount, without the DBE Liaison Officer's prior written approval. Any request to alter a DBE Subcontract must be submitted in writing to the DBE Liaison Officer before any change is made. If the Successful Offeror fails to do so, the County may declare Offeror in breach of contract.

B. Relief From Proposed DBE Utilization. After Contract award, the County will not grant relief from the proposed DBE utilization except in extraordinary circumstances. The Successful Offeror's request to modify participation must be in writing to the DBE Liaison Officer. The DBE Liaison Officer has final discretion and authority to determine if the request should be granted.

Offeror's written request must set forth the amount of relief sought, evidence that demonstrates why relief is necessary, and any additional relevant information that the DBE Liaison Officer should consider. The Successful Offeror shall include with the request all documentation of Offeror's attempts to subcontract with the DBE and any other action taken to locate and solicit a replacement DBE.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the County 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. Likewise, any work performed under a Contract extension granted by the County may not be counted as DBE participation.

C. DBE Substitutions. If the DBE was approved by the County, but the firm subsequently loses its DBE status before execution of a contract, the DBE Liaison

Officer will consider whether or not the Successful Offeror has exercised diligent and good-faith efforts to find another DBE as a replacement. The Successful Offeror shall notify the DBE Liaison Officer in writing of the necessity to substitute a DBE and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a DBE may not occur before the DBE Liaison Officer's written approval has been obtained.

D. Prompt Payment Of Subcontractors. Within seven days of the Successful Offeror's receipt of a County progress payment that includes amounts for the Offeror's Subcontractors, suppliers, or subconsultants, the Offeror shall pay the Subcontractors, suppliers, and subconsultants the respective amounts allowed for satisfactory performance of their work.

If the County reduces the Successful Offeror's retention, the Offeror shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work. Under the prompt-payment provisions of 49 CFR Part 26, the Successful Offeror must ensure prompt and full payment of retentions to Subcontractors and suppliers when their work is complete, the County has accepted the work, and the County has paid the Successful Offeror for the work. The Successful Offeror shall pay each Subcontractor's and supplier's retention no later than 30 days after the County pays Offeror.

If the Successful Offeror diverts any payment received for a DBE's work performed on the Contract or fails to reasonably account for the application or use of the payment, the County may declare the Successful Offeror in breach of contract. If the Successful Offeror fails to make payments under these provisions, the County may take any one or more of the following actions:

1. Declare the Successful Offeror in breach of contract;
2. Withhold future payments, including retention, until proper payment has been made to all Subcontractors and suppliers;
3. Reject the Successful Offeror's future bids on County contracts for a period not to exceed one year from the substantial-completion date of this Contract; and/or
4. Terminate the Contract.

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

7.17.8. RECORDS & REPORTING REQUIREMENTS

A. Records. During performance of the Contract, the Successful Offeror shall keep all records necessary to document DBE participation. The Successful Offeror shall provide the records to the County within 72 hours of the County's request and at final completion of the Contract. The County will prescribe the form, manner, and content of reports. The required records include:

1. A complete listing of all Subcontractors and suppliers on the project;
2. Each Subcontractor's and supplier's scope of work performed;
3. The dollar value of all subcontracting work, services, and procurement;

4. Copies of all executed Subcontracts, purchase orders, and invoices; and
5. Copies of all payment documentation.

B. Reports. By May 1 (for reporting period October 1- March 31) and November 1 (for reporting period April 1 - September 30) of each year, the Successful Offeror must complete **DBE Attachment C**, include the following documentation and payment information, and submit this report to the DBE Liaison Officer.

1. The total of all payments received from the County during the previous month.
2. All payments made to DBEs during the previous month.
3. Copies of all Subcontractors' subcontracts executed with DBEs utilized during the previous month.

This information will document DBE participation that occurred during each payment-request period throughout the Contract's duration. Copies of all DBEs' payment requests and invoices must be submitted for each report period.

Before the County processes the Successful Offeror's final payment, the Successful Offeror shall submit to the County a final certification of full and final payment to each Subcontractor in the form prescribed by the County. The form must be completed and certified by the Successful Offeror's and each Subcontractor's duly authorized agents.

7.18 RECYCLED PRODUCTS 42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873 Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

7.19 ADA ACCESSIBILITY
Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, —Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37; and Joint ATBCB DOT regulations, —Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's —Americans with Disabilities Act Accessibility Guidelines (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

7.20 PRIVACY ACT 5 U.S.C. 552
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- 1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express

consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

7.21 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** – Mesa County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7.22 **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS 49 U.S.C. § 5310, § 5311, and § 5333, 29 CFR Part 215**

1. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA

determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities* - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
 - c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas* - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
2. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

7.23 CHARTER BUS REQUIREMENTS 49 U.S.C. 5323(d), 49 CFR Part 604

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

7.24 SCHOOL BUS REQUIREMENTS 49 U.S.C. 5323(F), 49 CFR Part 605

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

7.25 DRUG AND ALCOHOL TESTING 49 U.S.C. §5331, 49 CFR Part 655

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or Mesa County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (MIS) reports before March 1st to Mesa County Regional Transportation Planning Office. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit for review and approval 60 days after contract award date a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to Mesa County's review and approval of the Contractor's the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

SECTION 8 PROPOSAL SUBMITTALS

Proposers shall complete Section 8.1 and submit with their Price Proposal

Proposers shall complete Sections 8.2 – 8.6 and submit with their Technical Proposal

8.1 PRICE PROPOSAL

FEE SCHEDULE (1)

All prices are firm and fixed for the three (3) year base term and seven (7) option terms of the Contract. On January 1st of each fiscal year, the cost per revenue mile will be adjusted according to the **Price Proposal Fee Schedule-Existing Service (Attachment B)**.

FEE SCHEDULE (2)

The County will utilize the fee schedule to appropriately compensate the Contractor for any added or deleted revenue hours in excess of 10% and 20% for Fixed Route and Paratransit/Dial-A-Ride based on the estimated revenue hours listed in the **Price Proposal Fee Schedule-Reduced Service (Attachment C)** and **Price Proposal Fee Schedule-Expanded Service (Attachment D)**.

8.2 CERTIFICATION FORM

Proposer certifies it is a: sole proprietorship____; partnership____; corporation____;
joint venture_____

Colorado Sales Tax No. _____

Use Tax No. for Out-of-State Suppliers _____

Taxpayer's Federal Identification No. _____

Proposer certifies that he has read, understands, and will fully and faithfully comply with this Request for Proposal, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

Company's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax No. _____

Company's Toll Free No. _____

E-mail Address _____

Authorized Signature _____

Printed Name and Title _____

MAILING ADDRESSES

Purchase Order Address: (If different from above) Name

Address _____

City, State and Zip Code _____

Payment Address: (If different from above)

Name _____

Address _____

City, State and Zip Code _____

8.3 PAYMENT TERMS

Proposer shall indicate the payment terms in their proposal submittal. Prompt payment terms offering twenty (20) calendar days or more will be considered in the proposal evaluation process. If no payment term is indicated, the County shall apply net thirty (30) days as Proposer's payment terms.

FEDERAL PROMPT PAYMENT REQUIREMENTS

This prompt payment clause is applicable to every County Contract or subcontract on projects funded either in whole or in part by USDOT.

1. Contractor shall pay to its Subcontractors or material suppliers and each Subcontractor shall pay to its Subcontractors or material supplier, within seven (7) days of receipt of each progress payment, the amounts attributable to the Contractor, Subcontractors or material supplier for work performed or materials supplied. In addition, any reduction of retainage to the Contractor must also result in a like reduction to Subcontractors for their work successfully completed within fourteen (14) days of the reduction of the retainage to the Contractor. No contract between Contractor and its Contractors, Subcontractors and material suppliers may materially alter the rights of any Contractor, Subcontractor or material supplier to receive prompt and timely payment as provided herein. Any diversion by Contractor, or any Subcontractor, of payments received for work performed on a contract, or failure to reasonably account for the application or use of such payments, constitutes sufficient grounds for County to take any one or more of the following actions: (1) withhold future payments including retainage until proper disbursement has been made; (2) refusal of all future bids or offers from the Contractor for a period not to exceed one year; or, 3) cancellation of the Contract.
2. Alternate Dispute Resolution. If entitlement to the payment is in dispute, the parties to the dispute shall submit the matter to either: a) binding arbitration; b) to some other form of binding alternative dispute resolution (ADR); or, c) a Mesa County facilitated mediation process. The ADR process shall commence within a reasonable period of time, not to exceed fourteen (14) calendar days of receipt of a Notice to Proceed to an ADR process issued by the County once an ADR determination has been made on any disputed claim, the determination shall be implemented by the disputing parties within seven (7) calendar days of that determination.
3. Non-waiver. Should the County fail or delay in exercising or enforcing any right, power, privilege or remedy under this section, such failure or delay shall not be deemed a waiver, release or modification of the requirements of this section or of any of the terms or provisions thereof.
4. Inclusion of this provision in subcontracts. Contractors shall include the provisions of these paragraphs in every subcontract, including procurement of materials and leases of equipment. Further, as a means of enforcing such provisions subcontract or procurement as County may direct; provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request to enter into such litigation to protect the interests thereof.

5. No Subcontractor Claim. Nothing contained in this section shall provide a basis for any subcontractor to assert any claim against the County for its administration, enforcement or waiver of the provisions of this Prompt Payment provision.

8.4 ADDENDA CERTIFICATION

The undersigned acknowledges receipt of the following addenda to RFP-4246-16-SH:

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Addendum Number _____, dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the RFP. Include the acknowledged receipt of each addendum with the technical proposal.

Authorized Official: _____

Title of Authorized Official: _____

Company Name: _____

8.5 DEBARMENT AND SUSPENSION CERTIFICATION

Choose one alternative:

- The Proposer, _____, certifies to the best of its knowledge and belief that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this RFP 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 explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 U.S.C. § Sections 3801 are applicable thereto.

Executed in _____ (insert city and state).

Name:

Authorized signature

Date

8.6 LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit A Vehicle Inventory

Revenue Vehicles

Vehicle Number	Usage	Description	Model	Fuel	Seating Capacity	Total Capacity	Length	Date in Service	Mileage as of 12/31/15	Notes
61	Para Transit	2005 Ford	Startrans	GA	17	26	25 feet	03/17/05	213,128	Pending disposal when new buses arrive
62	Para Transit	2007 Chevy	Senator	DF	23	38	30 feet	09/26/07	434,469	Pending disposal when new buses arrive
63	Fixed Route	2007 Chevy	Senator	DF	23	38	30 feet	05/01/07	378,023	Pending disposal when new buses arrive
65	Fixed Route	2007 Chevy	Senator	DF	23	38	30 feet	10/22/07	406,357	Pending disposal when new buses arrive
67	Fixed Route	2007 Chevy	Senator	DF	23	38	30 feet	10/22/07	415,693	Pending disposal when new buses arrive
68	Fixed Route	2007 Chevy	Senator	DF	23	38	30 feet	09/25/07	419,826	Pending disposal when new buses arrive
69	Fixed Route	2007 Chevy	Senator	DF	23	38	30 feet	09/25/07	393,147	Pending disposal when new buses arrive
70	Para Transit	2010 Ford	Aerotech	GA	14	25	25 feet	02/11/10	218,174	
71	Para Transit	2010 Ford	Aerotech	GA	14	25	25 feet	02/12/10	204,022	
72	Para Transit	2010 Ford	Aerotech	GA	14	25	25 feet	02/19/10	213,184	
73	Para Transit	2010 Ford	Aerotech	GA	19	32	26 feet	02/12/10	229,781	
74	Fixed Route	2010 Ford	Aerotech	GA	19	32	26 feet	02/11/10	284,483	Pending disposal when new buses arrive
75	Fixed Route	2010 Ford	Aerotech	GA	19	32	26 feet	02/12/10	309,215	Pending disposal when new buses arrive
76	Fixed Route	2010 Ford	Aerotech	GA	19	32	26 feet	02/12/10	293,723	Pending disposal when new buses arrive
77	Fixed Route	2010 Ford	Aerotech	GA	19	32	26 feet	02/19/10	291,540	
78	Fixed Route	2010 Ford	Aerotech	GA	19	32	26 feet	02/19/10	284,491	
80	Fixed Route	2015 Ford	Entourage	CNG	25	40	33 feet	07/31/15	24,867	
81	Fixed Route	2015 Ford	Entourage	CNG	25	40	33 feet	08/06/15	24,603	
82	Fixed Route	2015 Ford	Entourage	CNG	25	40	33 feet	08/06/15	15,212	
83	Fixed Route	2015 Ford	Entourage	CNG	25	40	33 feet	08/06/15	17,639	
84	Fixed Route	2015 Ford	Entourage	CNG	25	40	33 feet	08/07/15	20,640	
85	Fixed Route	2015 Ford	Entourage	CNG	25	40	33 feet	08/14/15	20,871	
108	Fixed Route	2012 Eldorado	Axess	CNG	35	56	40 feet	11/08/11	136,180	
109	Fixed Route	2012 Eldorado	Axess	CNG	35	56	40 feet	11/08/11	134,941	
110	Fixed Route	2013 Eldorado	EZ Rider	CNG	27	42	32 feet	01/23/14	94,943	
111	Fixed Route	2013 Eldorado	EZ Rider	CNG	27	42	32 feet	01/16/14	57,961	
		2016 Ford	Entourage	CNG	25	40	33 feet	Pending		Delivered 5/19/16
		2016 Ford	Entourage	CNG	25	40	33 feet	Pending		Delivered 5/23/16
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017
		2016 Ford	Entourage	CNG	22	35	31 feet	Pending		To be ordered Summer 2016, delivery, Spring 2017

Non Revenue Vehicles

9264	Supervisor	2007 Ford	Crown Victoria	GA	N/A	N/A	N/A	05/15/12	170,397	
2060	Utility	2004 Chevy	Pickup	GA	N/A	N/A	N/A	02/10/13	155,382	
1011	Supervisor	1997 Ford	Van	GA	N/A	N/A	N/A	08/24/15	86,304	

**LEASE AGREEMENT BETWEEN
MESA COUNTY
and
(CONTRACTOR)**

THIS LEASE is made and entered into at Grand Junction, Colorado, as of the ____ day of _____ 2016, by and between the County of Mesa, Colorado, a political subdivision of the State of Colorado, hereinafter referred to as "Lessor", and the Contracted Operator for Grand Valley Transit, duly authorized to do business in the State of Colorado, hereinafter referred to as "Lessee"

RECITATIONS:

Whereas, Lessor is the owner of certain real property known as the Grand Valley Transit (GVT) Operations Facility whose address is 525 S. 6th Street, 1st Floor, Grand Junction, Colorado, 81501 and GVT West Transfer Facility whose address is 612 24 ½ Road, Grand Junction, Colorado, 81505.

Whereas, Lessor desires to lease and Lessee desires to rent said premises upon the terms and conditions herein set forth.

Now, Therefore, in consideration of the payment of the rent and the keeping and performance of the covenants and agreements of the Lease hereinafter set forth, Lessor hereby leases unto Lessee 1391 sq. ft. (GVT Operations Facility) and 216 sq. ft. (GVT West Transfer Facility) (Lease Agreement-Exhibit A) in the above-described premises hereinafter referred to as the "Premises".

Lease Administrator for the lessee shall be the Director of (CONTRACTOR) or their designee. Lease Administrator for the County shall be the Director of Facilities with approval of the Regional Transportation Planning Office (RTPO) Director designees.

TO HAVE AND TO HOLD the same for the term of this Lease as hereinafter defined.

ARTICLE I - TERM OF LEASE

This Lease shall run for twelve (12) months commencing on January 1, 2017 and shall end on December 31, 2017, unless extended or terminated in accordance with the terms and conditions set forth in Article X of this lease.

ARTICLE II - RENT AND UTILITIES

2.1- For the initial term of this Lease, Lessee, as the Contracted Operator of Grand Valley Transit (GVT), agrees that the lease payments due shall be paid in the form of a credit against payments due the Lessee from the Lessor. The total for 2017 is

\$24,000.00 and shall be deducted from payments owed from Lessor to Lessee in monthly installments of \$2,000.00 as indicated on the monthly billing for the operations of GVT. The 1391 sq ft lease space is outlined in Lease Agreement-Exhibit A and by this reference made a part of this lease.

2.2 - Lessee agrees that all furniture, fixtures and appliances supplied as part of the "Premises" shall at all times be the property of the Lessor. The furniture, fixtures and appliances are detailed in Lease Agreement-Exhibit B and by this reference made a part of this lease.

2.3 - Lessee shall pay the actual cost of telephone/data line/s installation and monthly charges associated with telephone, fax and data service beyond what is already provided.

ARTICLE III- INDEMNIFICATION

The Lessee agrees to save, hold harmless and protect Lessor, and its officers, agents, employees, invitees, volunteers and guests free from any and all loss, damage, claims, or expenses, including court costs and attorney fees, to which either party may be subjected as a result of and/or arising out of Lessee's occupancy of the Premises, or caused by Lessee's failure to properly perform any of its responsibilities required hereunder.

ARTICLE IV - INSURANCE

4.1 - By Lessee: At all times during the Lease Term, Lessee shall procure and maintain theft, fire and extended coverage insurance for its equipment and contents on the Premises; and Lessee may procure tenant/renters insurance and maintain theft, fire, and extended coverage insurance on the improvements and contents of the Premises.

4.2 - Each party shall have the right to insure and maintain the insurance coverages required by this Lease under blanket insurance coverages covering other premises so long as such blanket insurance policies specify a stated value for the premises and comply with the amounts of insurance and other requirements hereof.

4.3 - All insurance policies required hereunder shall include a 30-day notification of cancellation clause. In addition, the County Contract Administrator shall be notified in writing 30 days prior to any material changes in the insurance policy(s) (without limitation) such as cancellation, non-renewal, reduction in coverage or alteration of coverage. Further, each party shall deliver to the other party certificates of insurance on Accord Form 25-S certifying the above-described insurance is in full force and effect upon signing of this contract. Such delivery shall be made within 30 days after commencement of this lease.

4.4 - Lessor shall not be responsible for any damages arising from fire or flood.

ARTICLE V - FIRE AND CASUALTY DAMAGE

5.1 - If the demised premises should be damaged or destroyed by fire, tornado or other casualty, Lessor shall give immediate written notice to Lessee.

5.2 - If the demised premises should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessor to Lessee of the happening of the damage, this Lease shall terminate, effective as of the date of the happening of the damage.

5.3 - If the demised premises should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to Lessor of the happening of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final eighteen (18) months of the Lease term, at its sole cost and risk proceed forthwith to rebuild or repair such demised premises, including leasehold improvements, to substantially the condition in which they existed prior to such damage. In the event that Lessor should fail to complete such rebuilding or repairs within ninety (90) days from the date of written notification by Lessor to Lessee of the happening of the damage, Lessee may at this option terminate this Lease by written notification at such time to Lessor, whereupon all rights and obligations hereunder shall cease.

ARTICLE VI - REPAIRS, MAINTENANCE USE AND ALTERATIONS

Lessee shall:

6.1 - Accept the Premises on an "as is" basis and keep the improvements presently upon the Premises, and those that may be installed by Lessee or Lessor, in good repair, and at the expiration of this Lease to surrender and deliver up the Premises in good condition, ordinary wear excepted.

6.2 - Neither permit nor suffer said Premises, or the walls or floors thereof, to be endangered by overloading, nor said Premises to be used for any purpose that would render the insurance thereon void or the insurance risk more hazardous.

6.3 - Make no improvements, additions or alterations to the facility, interior or exterior, without approval by Mesa County Facilities in agreement with RTPO Administrator.

6.4 – Any maintenance will be processed in coordination with the Assistant to the Director of the RTPO through the Facilities work order system.

6.5 - Be in compliance with federal laws pertaining to the use, storage, generation or disposal of any hazardous materials or wastes on said Premises.

Lessor shall:

6.6 - Make timely repairs to major items on the Premises such as, but not limited to: walls, foundation, roof, sidewalks and exterior of the building, and all floors, sewer

and water connections, electrical and gas services, plumbing, wiring, lighting, glass and the heating and cooling equipment as the need for such repairs may arise; to test and repair and to maintain the building safe for occupancy and fit for Lessee's uses; save and except ordinary wear and tear, loss by fire or other insured peril.

6.7 - Make available, as reasonably needed, for the (CONTRACTOR), the use of Conference Rooms. All conference rooms should be scheduled through Mesa County Regional Transportation Planning Office at (970) 255-7188 in advance of the required meeting date.

6.8 - Provide access for business and after-hours use of building and Premises in accordance with existing security provisions by which Lessee shall abide as set forth by Mesa County.

ARTICLE VII - INSPECTION OF PREMISES BY LESSOR

Lessee agrees to permit Lessor or the authorized representative of the Lessor to enter the premises at all times during usual business hours and/or after normal business hours, for the purpose of inspecting the premises and making such necessary repairs to the Premises and performing any work therein which may be necessary. Lessor may, during the progress of any work on the Premises, keep and store thereon any necessary materials, tools and equipment in a reasonable manner so as not to interfere with Lessee's occupancy of premises.

ARTICLE VIII - PEACEFUL ENJOYMENT; EXCEPTIONS

8.1 - Lessor shall guarantee the peaceful and quiet enjoyment of the Premises to the extent the Lessor is able during the full term of this Lease by Lessee.

8.2 - Lessor's promise contained in Section 8.1 is subject to the provisions of Article VII.

ARTICLE IX - PURPOSE, SUBLET AND ASSIGNMENT

9.1 - The Premises are leased to Lessee for the expressed and exclusive purpose of operating the Grand Valley Transit office. If any attempt is made to utilize the Premises for any other purposes, this Lease may be immediately terminated by the Lessor at its sole option. If such attempt changes or alters the Premises, Lessee shall be liable for any and all costs, repairs and other damages that are incurred by Lessor in returning the Premises to the previous condition.

9.2 - This Lease shall not be assigned or sublet, in whole, or in part. Any attempt to assign or sublet this lease without prior written approval of the Lessor shall render the assignment of sublease void.

ARTICLE X - RENEWAL, TERMINATION, DEFAULT

10.1- At the County's discretion the parties may negotiate renewal or extension of this Lease beyond the termination date specified herein, subject to the availability of the property. This lease is for twelve (12) months with nine (9) one (1) year renewal options. Terms for each optional year will be negotiated at time of extension. Lessee shall notify Lessor, ninety days in advance of termination date, of its intent to extend or terminate Lease Agreement.

10.2 - Notwithstanding Section 10.1, this Lease may be terminated at any time during the term or extension thereof by either party without cause upon advance notice of ninety (90) days, in the manner of giving notice as provided herein.

10.3 - This lease and all rights of Lessee hereunder with respect to the Premises shall terminate and be forfeited forthwith and without notice at the option of Lessor if:

(i) Any delinquent installment of rent is not paid within thirty (30) days after Lessor has notified Lessee by certified mail that the same is delinquent;

(ii) Lessee shall default in the performance or observation of any conditions, act or thing required that is specifically mentioned in sub-paragraph (i) immediately above and shall fail to remedy or cure such default within thirty (30) days after receipt from Lessor or written notice of the existence of such default.

10.4 - No assent, expressed or implied, to any breach of any one or more of the covenants or agreements contained in this Lease shall be deemed or taken to be a waiver of any succeeding or other breach.

10.5 - This Lease is subject to immediate termination by the Lessor in the event Lessor determines that the health, safety or welfare of the community may be in jeopardy. Additionally, Lessor may immediately terminate this Lease upon verifying that the Lessee has engaged or is about to participate in fraudulent acts.

ARTICLE XI - ADDITIONAL PROVISIONS

11.1 - It is further understood and agreed that, except as otherwise expressly provided herein, all of the covenants and agreements contained in this Lease shall extend to and be binding upon the executors, legal representatives, successors and assigns of the parties hereto.

11.2 - The duties contemplated by Article III shall survive the term or expiration of this Lease.

11.3 - Any notice, correspondence, remittance or payments required under the terms of this Lease shall be given in writing, postage prepaid addressed as follows:

LESSOR:
Mesa County Colorado

LESSEE:
(CONTRACTOR)

Regional Transportation Planning Department
Dept. 5093, P.O. Box 20,000
Grand Junction, CO 81502-5001

11.4 - The parties hereto agree that no amendment or modification of this Lease shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Lease.

11.5 - This lease agreement is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto in duplicate as of the day and year first above written.

LESSEE

By: Date

LESSOR:
Mesa County

By: Todd Hollenbeck Date

GRAND VALLEY TRANSIT

MAINTENANCE POLICIES AND PROCEDURES



GRAND VALLEY TRANSIT

PROGRAM GOAL & OBJECTIVES

It is the objective of the vehicle maintenance program to assure safe, reliable, and clean vehicles for operation in the GRAND VALLEY TRANSIT (GVT) fixed route and paratransit service. The goal of GVT is to have maintenance performed in the most efficient and cost effective manner possible, utilizing preventative maintenance in lieu of unscheduled maintenance, thereby minimizing the number of preventable mechanical failures which would result in a disruption of GVT fixed route and paratransit service.

PROGRAM DESCRIPTION

SCHEDULED MAINTENANCE

The preventive maintenance program is performed in cycles as follows:

A INSPECTIONS

- Performed at 3,000 miles on all cutaway vehicles and includes lube, oil, filter, check all fluids, tires, lights and all safety equipment.
- CNG buses: Replace spark plugs and run engine overhead @ 21,000 miles (every 7th A - level interval).
- CNG buses: Drain, disassemble and inspect coalescing (high pressure fuel filters every 3,000 miles. Replace if contaminated.
- CNG buses: Replace fuel filter every 3,000 miles.
- CNG buses: Test cooling system @ 30,000 miles and service system if SCA is over 3 units (every 10th A - level interval).
- CNG buses: Annually remove PRD vent line and drain water.
- Performed at 6,000 miles on low-floor buses and includes the same as cutaway vehicles.
- At every A inspection on the Low Floor 30'-35' buses, an engine oil sample is drawn and submitted to CTC Analytical Services of Phoenix Arizona for analysis. A sample of transmission fluid is drawn from the buses at the D inspection every 48,000 miles and is also sent to CTC for analysis. CTC furnishes GVT Fleet Management a document of the analysis results.

B INSPECTIONS

- Performed at 6,000 miles on the cutaway vehicles and includes lube, oil, filter, rotate tires, check brake systems and check all fluids, tires, lights and safety equipment. Service wheelchair lift.

- CNG buses: Replace fuel filters @ 6,000 miles.
- Performed at 12,000 miles on low-floor buses and includes the same as the cutaway vehicles

C INSPECTIONS

- Performed every 15,000 miles on the cutaway vehicles and includes lube, oil, and filter. Replace fuel system filter, replace air cleaner element and check all fluids, tires, lights and safety equipment.
- CNG buses: Engine fan gear box fluid change and lube fan drive line joints, unless equipped with electric fans @ 15,000 miles.
- Performed at 24,000 miles on the low-floor buses and includes the same as above as well as tire rotation and brake check, service lift, check ride height and tighten front and rear u-joints.
- CNG buses: Service hydraulic system and filters @ 24,000 miles.

D INSPECTIONS

- Performed every 30,000 miles on the cutaway vehicles and includes lube, oil, filter, tire rotation, brake check and service wheelchair lift. Replace fuel system filter and repack non-drive wheel bearings and replace seals. Service transmissions, flush cooling system, and check A/C. Replace air cleaner element and check all fluids, lights, and safety equipment.
- Performed at 48,000 miles on low-floor buses and includes the same as cutaway vehicles with the addition of: adjust ride height, tightens front and rear u-bolts and sample transmission fluid.

E INSPECTIONS

- Performed every 60,000 miles on the cutaway vehicles and includes lube, oil, and filter as well as tire rotation and brake check. Service wheelchair lift, replace fuel system filter. Repack non-drive wheel bearings; replace seals and service transmission. Flush cooling system and check A/C system. Replace air cleaner element, tune-up, spark plugs, scope and timing. Check all fluids, lights and safety equipment.
- Performed every 96,000 miles on low-floor buses and includes lube, oil, and filter as well as tire rotation and brake check. Service wheelchair lift, replace fuel system filter, check and adjust ride height, tightens front and rear u-bolts and inspect/replace brake actuators if needed and run engine overhead.
Three Year (36 months): CNG fuel tank certifications.

All PM maintenance intervals have been established based on work-experience by GVT or

by manufactures recommendations to optimize the life of the vehicle and its components. All intervals fall within manufacturer recommended levels.

It is the policy of the maintenance department to inspect and repair all items and or components during PM maintenance, thereby minimizing unscheduled maintenance. Components are rebuilt to OEM specifications to ensure equal or better life.

A computer system provides accurate up-to-date mileage and data for each vehicle on a daily basis and triggers the preventative maintenance program in addition to tracking the GVT fleet and fuel use.

UNSCHEDULED MAINTENANCE

Unscheduled maintenance is any work necessary due to premature failure, and items that are impractical or impossible to include on a preventative maintenance schedule. These items may include electrical components, turn signals flashers, wiper motors, relays, valves, door motors, glass, and light bulbs. Although many of these items are checked during the PM inspections and are repaired/replaced when it is determined the useful life is nearing completion, many items have minimal indicators or none at all.

A daily review of inspection sheets submitted by vehicle operators, and all occurrences of mechanical failures are analyzed. The analysis serves as the basis for unscheduled vehicle maintenance beyond that which is required for the actual repair of failed vehicles. The daily monitoring of individual vehicle mechanical performance can be effectively accomplished manually. The monitoring identifies deviations from expected component failure rates so adjustments can be made to inspection intervals. In most cases, timely inspections will detect the failure before they occur on the road.

PROGRAM PERFORMANCE

GVT operates ten (10) Low Floor transit buses and seventeen (17) Body-On-Chassis vehicles in revenue service. All running repairs, minor electrical repairs, inspections, and maintenance work is performed by GVT Fleet Management with the exception of body work and some technical component work. GVT uses Fleet Management facilities to wash vehicles twice weekly. Each night buses are fueled, fluids checked and cleaned (windows, floors, and seating) by vehicle operators.

All of the buses have wheelchair lifts or ramps to comply with the needs of the disabled that make use of mobility aids such as wheelchairs. GVT Fleet Management mechanics perform the majority of the maintenance on the vehicles with the exception of some overhaul work on engines and transmissions are sublet out to private sector shops which are qualified for type of repair.

QUALITY CONTROL

Quality control is accomplished through OEM suggestion, report data, and GVT Management input. No time frames are established for work performance while a vehicle component is worked on. It is GVT's policy that all jobs are completed in a reasonable

amount of time based on problems found, and the amount of work required to complete the task that will enable the vehicle to be placed into revenue service in a safe, and reliable condition without the necessity of further repairs prior to the next scheduled maintenance. It is also GVT's policy that the vehicle is inspected each and every time it is brought into the shop for any reason as time permits. All items in need of attention/repair are evaluated and either repaired or noted and scheduled for repair at a future date.

GVT Fleet Management utilizes journeymen mechanics with extensive training both from OEM's, Transit/Vendor classes, and years of on-hands experience. All vehicle engine and transmission overhauls are sublet out to private sector shops which are qualified for type of repair. GVT Fleet Management mechanics do all AC work, electrical work, brake jobs, wheelchair and or ramp repairs, and both scheduled and unscheduled work.

MAINTENANCE PROTECTION AND REVIEWS

The GVT Operations Supervisor, and the GVT Fleet Supervisors meet as needed to discuss equipment problems, workloads, and the scheduling of major repairs. A formal operations report is filed with GVT's Management on a daily basis summarizing the past days major maintenance activities and future maintenance needs. Budget needs are addressed on an annual basis or as unanticipated needs dictate. Labor needs are analyzed on a yearly basis also.

NON-REVENUE VEHICLES

Non-Revenue vehicles operated by the Contractor but owned by Mesa County will be maintained by GVT Fleet Management.

MAINTENANCE BUDGET

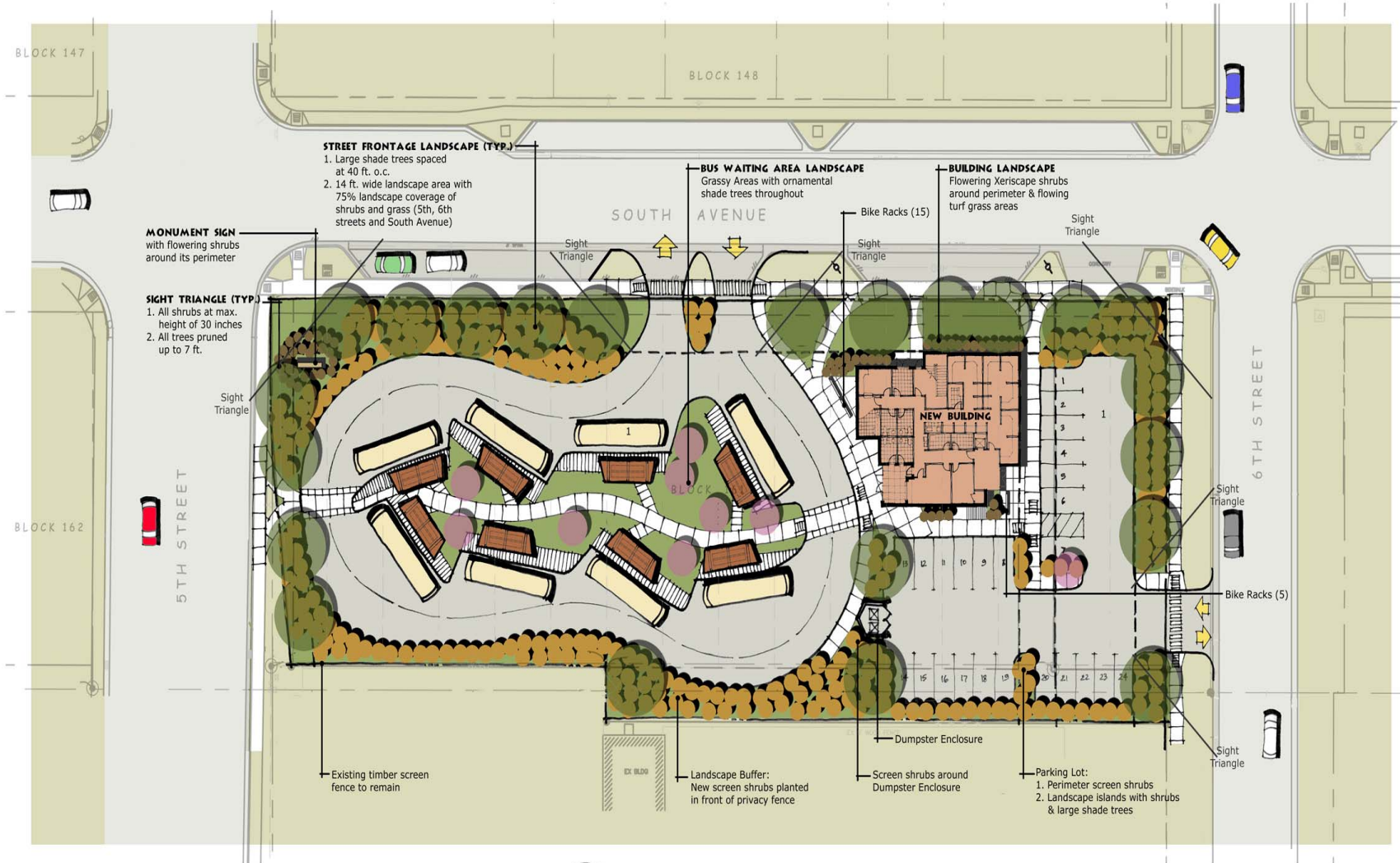
The Maintenance Budget consists of salaries, maintenance services, lubricants, fuels, parts, tires, and maintenance operating supplies, tools, training, safety equipment/supplies and building upkeep.

2016 GVT Maintenance Budget				
Fuel	Parts	Labor	Sublet	Misc
\$381,000	\$260,000	\$156,000	\$61,000	\$8,700

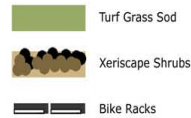
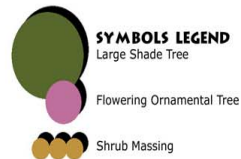
WARRANTY PROGRAM

When GVT receives a new vehicle a separate file is set up to record and store any and all warranty work performed on the vehicle during the warranty period. It is GVT's goal to maximize the use of the warranty on each vehicle as stated by the OEM. If a local warranty outlet in Grand Junction is available an appointment is made with the outlet to have the work done and a copy of work order is obtained and filed in the Warranty Folder for the vehicle. If the GVT Fleet Management shop performs warranty work GVT Fleet Management contacts the OEM for reimbursement for parts and labor. GVT actively pursues the use of vehicles warranties to see that they are utilized to the fullest extent possible.

Downtown Transfer Facility Site Plan



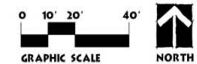
CONCEPTUAL SITE LAYOUT & LANDSCAPING PLAN



PLANTING REQUIREMENTS

59,691 sf (1.37 acres) improved area

Trees:	Required	Provided
59,691 / 2500 =	24	31
59,691 / 300 =	199	199



Transit Transfer & Operations Center
 SWC 6th Street & South Avenue
 Grand Junction, CO

DECEMBER 5, 2007



Exhibit A

Downtown Transfer Facility
Contractor Area (1st Floor)



- Building Common Area
- Office area

1 FIRST FLOOR AREA PLAN
SCALE 1/8" = 1'-0"

GRAND VALLEY TRANSIT

525 SOUTH 6TH STREET
GRAND JUNCTION, CO

VAUGHT · FRYE



ARCHITECTS

ARCHITECTURE · INTERIOR DESIGN
401 West Mountain Avenue Suite 200 Fort Collins, CO 80521
fax 9707241662 phone 9707241191 www.vaughtfraye.com



GRAND VALLEY TRANSIT AUTHORITY	OWNER
LINDAUER DUNN	STRUCTURAL
BIGHORN CONSULTING ENGINEERS	MEP
RIVER CITY CONSULTANTS	CIVIL
JULEE WOLVERTON	LANDSCAPE

Issues		
No.	Description	Date
1	SCHEMATIC DESIGN	03-30-08
2	DESIGN DEVELOPMENT	04-04-08
3	100% REVIEW SET	05-04-08
4	PERMIT/BID SET	05-14-08
5	CONSTRUCTION SET	06-19-08

Revisions		
No.	Description	Date

CONSTRUCTION SET

Sheet

Project No: 2007-53 Drawn by: IRH
Reviewed by: IRH

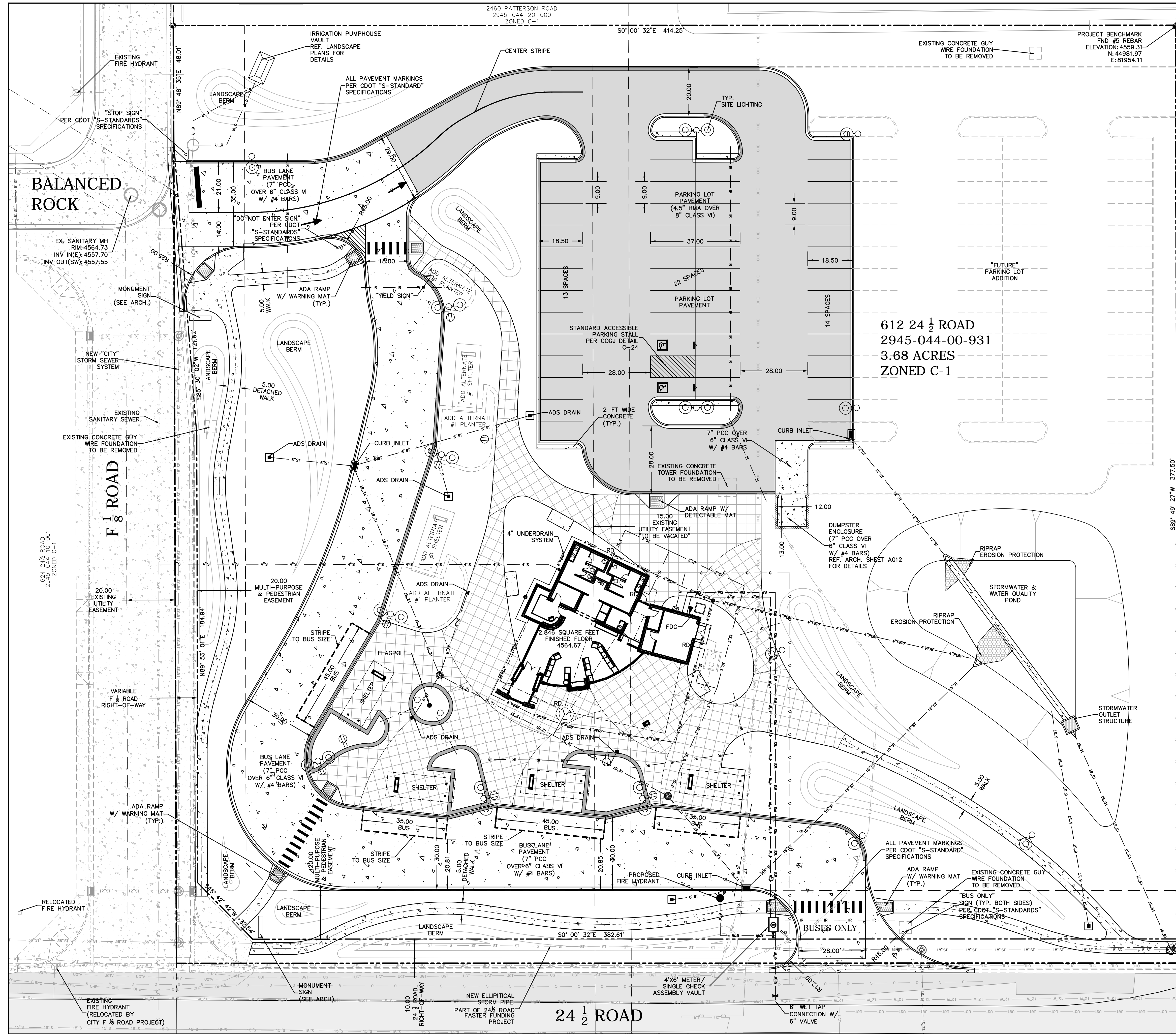
FIRST FLOOR AREA PLAN

Scale Accordingly if Reduced

Drawing Number

AA-1

West Transfer Facility Site Plan



UTILITIES AND AGENCIES

CITY OF GRAND JUNCTION SANITARY SEWER	UTILITIES	244-1579
UTE WATER	DAVID PRISKE	242-7491
GRAND VALLEY IRRIGATION	PHIL BERTRAND	242-2762
CITY OF GRAND JUNCTION PUBLIC WORKS	UTILITIES	244-1579
KCEL ENERGY	JOHN SALAZAR	244-2781
QWEST	BOB SHARPE	244-4333
BRESNAN COMMUNICATIONS	GLEN VANDL	245-8750

LAND USE SUMMARY

612 24 1/2 ROAD - #2945-044-00-931
C-1 ZONING

USE	AREA (ACRES)	PERCENT
BUILDING	0.06	1.64%
IMPERVIOUS	1.43	38.86%
LANDSCAPE	1.41	38.31%
UNDEVELOPED	0.62	16.85%
ROW	0.16	4.34%
TOTAL	3.68	100%

PARKING REQUIREMENTS
PARKING SPACES PROVIDED
TOTAL SPACES : 49 SPACES

GVT WEST TRANSFER STATION

612 24 1/2 ROAD
GRAND JUNCTION, COLORADO

CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT

BY: _____ DATE: _____

CITY OF GRAND JUNCTION ENGINEERING

APPROVED FOR CONSTRUCTION FOR ONE YEAR FROM THIS DATE.

BY: _____ DATE: _____

ACCEPTED AS CONSTRUCTED

BY: _____ DATE: _____

"All details, construction, inspections, and testing shall conform to the City of Grand Junction Standard Contract Documents for Capital Improvements Construction. Contractor shall have a copy of the accepted plans and current City of Grand Junction Standard Documents for Capital Improvements Construction on site and available at all times."



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T 970.242.6804

725 Saint Joseph St., Suite B1
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www.chamberlinarchitects.com

A C G
AUSTIN CIVIL GROUP, INC.
Land Planning • Civil Engineering • Development Services
338 Main Street, Suite 203 • Grand Junction, Colorado 81501
(970) 242-7540

SITE PLAN

NO: _____ ISSUED FOR: _____ DATE: _____

PROJECT STATUS: 100% CD

DRAWN BY: STS CHECKED BY: _____

DATE: 10/12/12 SHEET NO: _____

PROJECT NO: 1164 **C003**

M:\PROJECTS\019.0016 - 24 1/2 Road - GVT Drawings\CDD\Production Drawings\PROD-SITE.dwg, 12/11/2012 12:26:31 PM, DWG To PDF.pc3

Clifton Transfer Site Plan

REVISIONS				
No.	Date	By	Chk	Description
1	10/18/06	BT	BT	ELEC. NOTES, PULLBOXES, 6080W



MESA COUNTY
DEPARTMENT OF PUBLIC
WORKS
ENGINEERING DIVISION

HORIZONTAL CONTROL
SITE IMPROVEMENT PLAN

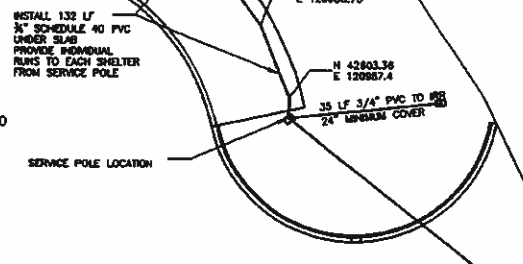
Grand Valley Transit
Transfer Site
170B & Old 32 Road
Mesa County, Colorado

Date : 9/1/01
File : trnsfbase.dwg
Job # :
Drafting By : APEX
Designed By : wbt
Checked By : wbt
Scale : As Noted

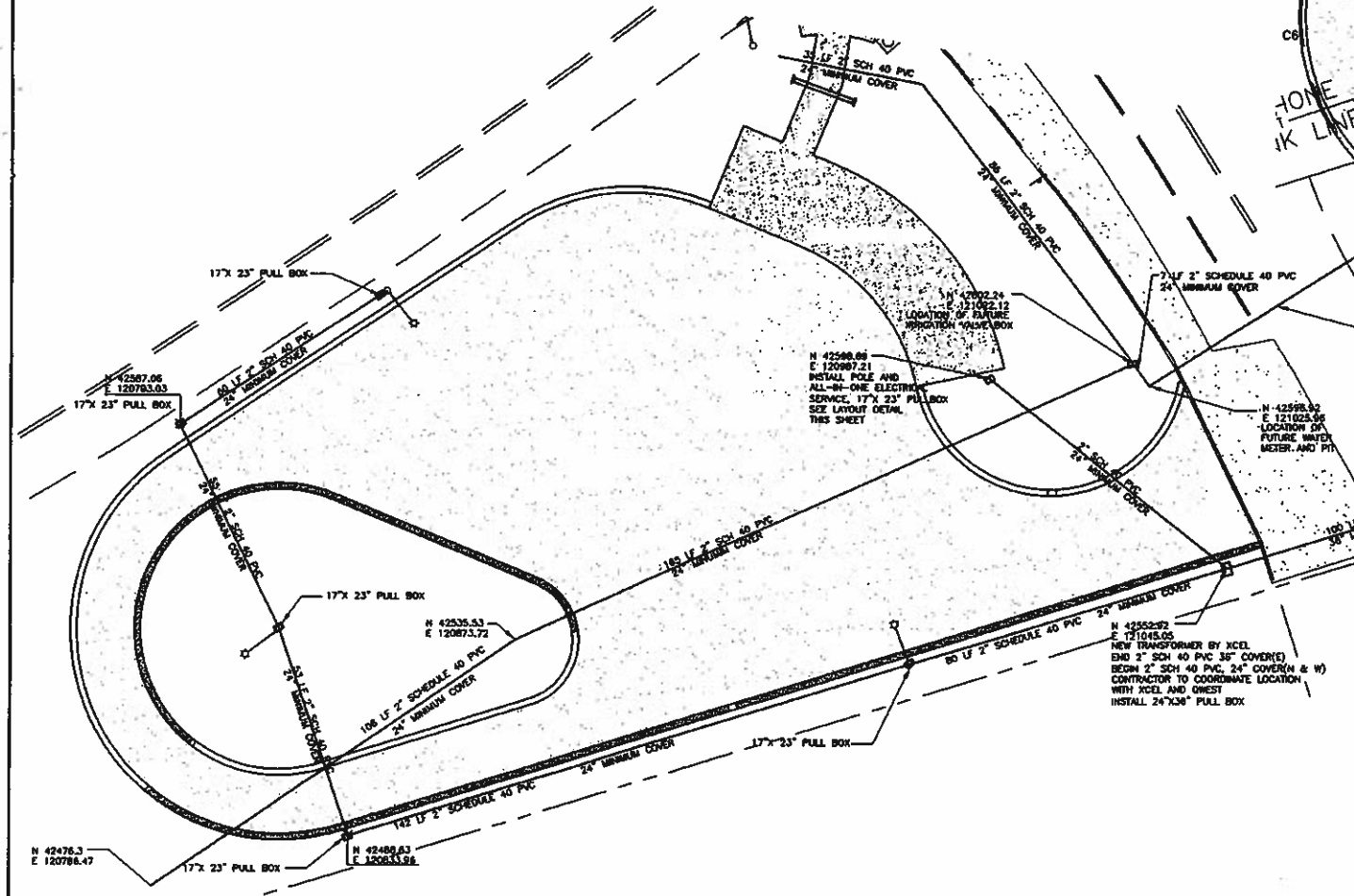
Sheet:
4
of 6

ELECTRICAL NOTES

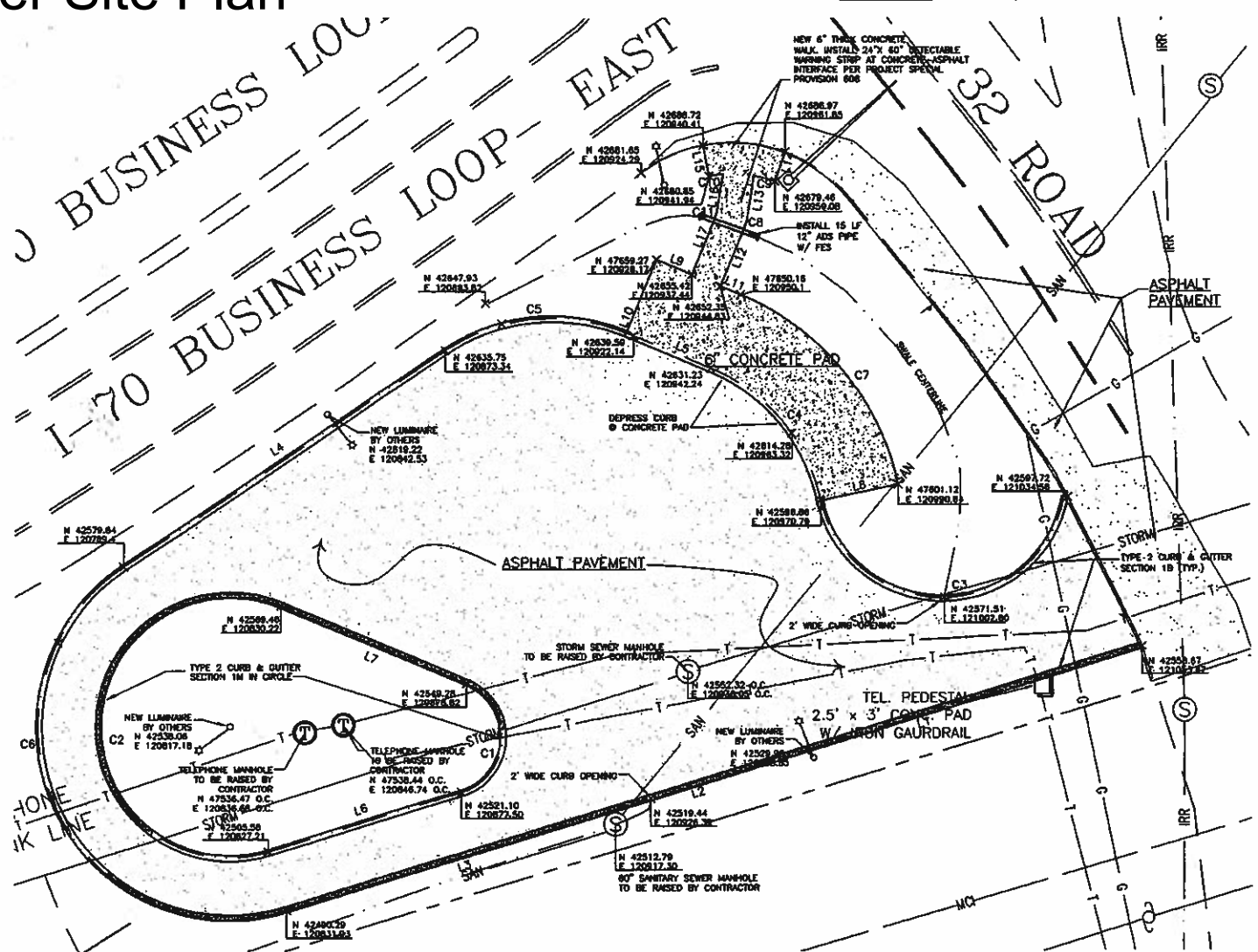
XCEL TO SUPPLY 90 DEG SWEEPS FOR PULL BOXES
ELECTRICAL SERVICE SHALL BE 100 AMP.
ALL-IN-ONE MAIN BREAKER BOX TO BE LOCKABLE, 100 AMP, WITH 6 -20 AMP BREAKERS.
INSTALL 1-120 VOLT GF WEATHERPROOF OUTLET ON POLE.
ALL CONDUIT SHALL BE METAL FROM THE BOX TO 6" BELOW FINISH GRADE.
INSTALL ELECTRICAL LINE TO XCEL'S TRANSFORMER.



3/4" ELECTRIC CONDUIT LAYOUT

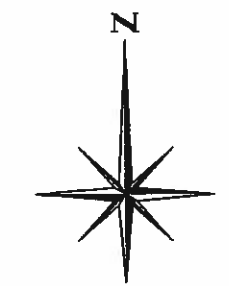


ELECTRIC AND WATER CONDUIT LAYOUT

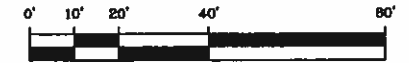


HORIZONTAL CONTROL NOTES:

1. ALL DISTANCE/BEARING, AND NORTHING/EASTING CALL OUTS REFER TO FLOWLINE OR EDGE OF CONCRETE WHEN FLOWLINE IS NOT PRESENT.
2. HATCHED CURB AND GUTTER DENOTES "CATCH" GUTTER.



GRAPHIC SCALE



IN FEET
1" = 20'

CURVE	LENGTH	RADIUS	CHORD
C1	36.73	15.00	N02°41'54"E
C2	130.37	34.00	S02°41'54"W
C3	86.17	32.00	N89°04'40"E
C4	46.47	48.00	N39°43'02"W
C5	48.13	50.00	S84°23'58"W
C6	142.59	50.00	S25°27'10"E
C7	66.31	68.50	N39°43'02"W
C8	3.52	15.00	N15°49'26"E
C9	5.66	32.00	N74°50'54"W
C10	3.68	32.00	S82°20'32"W
C11	3.52	15.00	N15°49'26"E

LINE	LENGTH	BEARING
L1	130.00'	S72°50'47"W
L2	6.00'	S72°50'47"W
L3	95.86'	S72°50'47"W
L4	100.86'	N58°14'52"E
L5	23.75'	S67°26'59"E
L6	52.63'	S72°50'47"W
L7	52.63'	N67°26'59"W
L8	20.00'	N78°00'55"E
L9	10.04'	S67°26'59"E
L10	20.00'	N22°33'01"E
L11	3.71'	S67°26'59"E
L12	16.15'	S22°33'01"W
L13	10.42'	N08°05'51"E
L14	8.00'	N20°13'15"E
L15	8.00'	N10°57'02"W
L16	8.61'	N08°05'51"E
L17	15.20'	S22°33'01"W

CALL UTILITY NOTIFICATION
CENTER OF COLORADO
1-800-922-1987
CALL 2 BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE, OR EXCAVATE
FOR THE MARKING OF UNDERGROUND
MEMBER UTILITIES.

GVT Bus Storage & Maintenance Facility

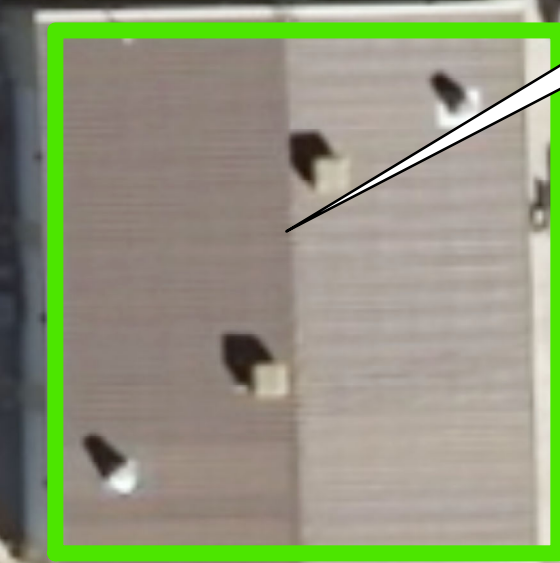
City Fleet Maintenance Site Plan



Bus Storage Area

Bus Storage Area

Bus Maintenance Facility

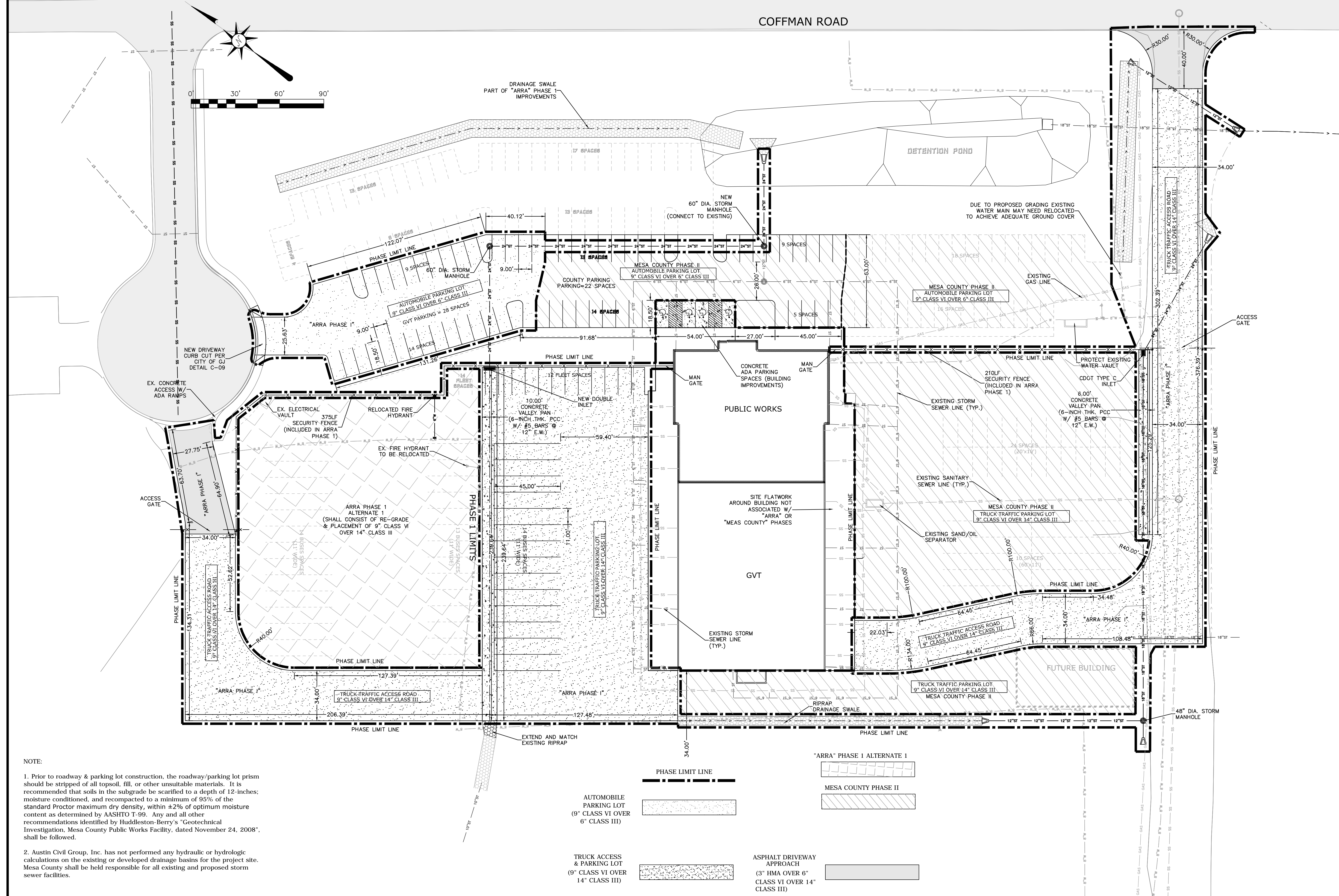


0.015 0.0075 0 0.015 Miles



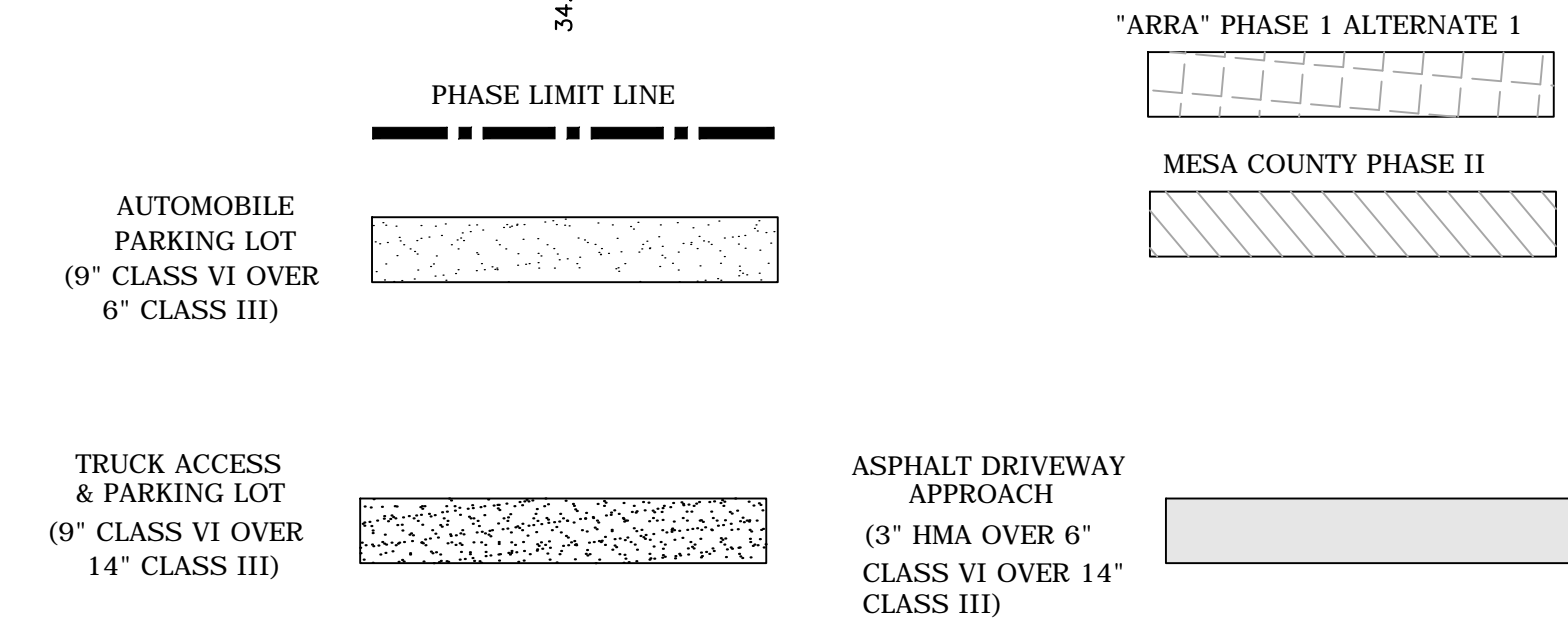
Mesa County Fleet Maintenance Site Plan

COFFMAN ROAD



NOTE:

- Prior to roadway & parking lot construction, the roadway/parking lot prism should be stripped of all topsoil, fill, or other unsuitable materials. It is recommended that soils in the subgrade be scarified to a depth of 12-inches; moisture conditioned, and recompact to a minimum of 95% of the standard Proctor maximum dry density, within ±2% of optimum moisture content as determined by AASHTO T-99. Any and all other recommendations identified by Huddleston-Berry's "Geotechnical Investigation, Mesa County Public Works Facility, dated November 24, 2008", shall be followed.
- Austin Civil Group, Inc. has not performed any hydraulic or hydrologic calculations on the existing or developed drainage basins for the project site. Mesa County shall be held responsible for all existing and proposed storm sewer facilities.



MESA COUNTY PUBLIC WORKS FACILITY description PHASE PLAN GRAND JUNCTION, COLORADO prepared for MESA COUNTY		A · C · G AUSTIN CIVIL GROUP, INC. Land Planning • Civil Engineering • Development Services 336 Main Street, Suite 203 • Grand Junction, Colorado 81501 (970) 242-7540
DRAWN BY: STS DESIGNED BY: STS CHECKED BY: MRA APPROVED BY: STS	REVISIONS NO. DESCRIPTION 1 EXISTING UTILITY LOCATIONS	DATE: 1-30-12 STS SCALE: 1" = 30' SHEET NO.: S-1

CALL UTILITY NOTIFICATION CENTER OF COLORADO 1-800-922-1087
 CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES.
 SCALE VERIFICATION
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

MESA COUNTY

Building Maintenance Plan

Grand Valley Transit

Initial BMP: 10/21/2014
Revision I BMP: 10/22/2014
Edward Morgan

Building Maintenance Plan for Grand Valley Transit downtown, Grand Valley Transit Maintenance Facility and Grand Valley Transit transfer station Clifton.

Grand Valley Maintenance Plan

This following BMP is specified for Grand Valley Transit (GVT) and is designed to be utilized as a tool. Facilities staff and service vendors are expected to contribute to the ongoing growth and accuracy of this living document to ensure its success.

This document, along with the equipment service manuals are key instruments in maintaining conditions at GVT buildings.

FACILITIES POLICIES AND PROCEDURES

MISSION STATEMENT: *Facilities – We provide, develop and preserve Mesa County’s physical assets to promote pride in our community.*

INTRODUCTION: Facilities is dedicated to maintaining and managing the physical assets of Mesa County and to serving the public and all Departments and Divisions of Mesa County government. These policies and procedures are to inform Mesa County staff of Facilities primary objectives, the services provided and to assist the various County Departments in requesting and obtaining services.

Corrective work is initiated by using the on-line work order web request system. Each department has a contact person authorized to input work requests. Detailed records are maintained within the Computerized Maintenance Management System (CMMS) for historical reference and the scheduling of all preventive and corrective maintenance performed on County real property and equipment. CMMS database is backed-up and stored for a minimum of five years.

PREVENTIVE MAINTENANCE: The major objective of Facilities mission is preventive maintenance (PM) of the County's physical assets. A major component of this work entails scheduled preventive maintenance on all building and equipment. PM work orders for inspections, repair/maintenance are internally generated on specified schedules, e.g. weekly, monthly, quarterly, annually, etc. via our Computerized Maintenance Management System. The PM management is a dynamic and on-going endeavor.

THE CORRECTIVE WORK ORDER: Departments/Divisions are responsible for designating a representative authorized to use the CMMS web request system to input work requests for their building and/or department. Work requests should be as specific as possible so Facilities clearly understands the nature of the work request. It is important that you anticipate forthcoming needs to eliminate crisis requests and provide enough lead-time for Facilities to schedule your request in the Department’s work flow. Emergency work such as overflowing water, burning odors, etc. should be called in immediately using the Department’s main number: 244-3230. We ask that routine work be entered into the web request system, rather than verbally requesting work when you see a maintenance technician, this way your request is **not** lost or forgotten.

Work priorities for Facilities fall into the following categories:

- Priority 1: Health, safety and welfare problems;
- Priority 2: Preventive maintenance items;
- Priority 3: Accommodations for new FTE's;
- Priority 4: Disruption of daily work, e.g. power problems;
- Priority 5: Matters that increase productivity;
- Priority 6: Matters of convenience.

In the event that a work request is found to involve more than routine work, it may be classified as a project. A project means new construction or remodeling, extensive use of subcontractors, extensive

coordination among Divisions/Departments, and contractors, multi-phased work processes, specialty tools, or one that requires formal bidding for services and materials in conformance with published Mesa County Purchasing Policies. In that event, the requestor will be contacted directly by Facilities personnel to discuss the request and a mutually agreed upon course of action, schedule, etc.

SUMMARY OF SERVICES

<u>SECTION</u>	<u>SERVICE PROVIDED</u>
1.01	Cabling
1.02	Carpet Cleaning and Replacement
1.03	Communications
1.04	Computer Services
1.05	Construction Services
1.06	Custodial Services
1.07	Electrical Rooms and Telephone Rooms
1.08	Emergency Services
1.09	Environmental Services
1.10	Equipment Maintenance
1.11	Furniture
1.12	Grounds Administration
1.13	Moving Services
1.14	Painting
1.15	Parks Administration
1.16	Projects
1.17	Real Estate Leases
1.18	Repair and Maintenance
1.19	Security
1.20	Signs
1.21	Snow Removal
1.22	Surplus Property
1.23	Window Washing

1.01 CABLING: It is the policy of Facilities to provide electrical, communication, and data cabling services in Mesa County Facilities in cooperation with the Information Technology Department. Upon receipt of a request, Facilities will coordinate with I.T, as necessary to perform minor cabling with in-house personnel in conformance with applicable building codes. If the work is extensive or cannot be performed in-house in a reasonable time, Facilities will retain a third-party contractor to perform the requested work. All electrical connections will be done by qualified, licensed contractors in conformance with applicable building codes.

1.02 CARPET CLEANING AND REPLACEMENT: It is the policy of Facilities to maintain all carpets in a clean and well-kept manner and to replace carpets past their useful life. Facilities will schedule routine carpet cleaning in all buildings, respond to specific cleaning requests and schedule

annual carpet replacement on an as-needed basis. All carpet cleaning and replacement will be performed by outside third-party contractors whose services will be obtained in conformance with published Mesa County purchasing procedures. Facilities requests that all County personnel notify Facilities, via the web request system, of any tripping hazards, worn, dirty or damaged carpet areas as soon as they are detected.

1.03 COMMUNICATIONS: It is the policy of Facilities to provide support to Mesa County I.T. in providing communications services. All work order requests for these services will be coordinated with I.T. as the lead Department.

1.04 COMPUTER SERVICES: Although Facilities does not directly provide computer services, it is the policy of Facilities to provide support to I.T. as needed for maintenance of the County computer network units, and for cabling, furniture, and other services necessary to support implementation of Mesa County's Automation Plan. Any request to move computers or related equipment must be approved by I.T. and Facilities Divisions.

1.05 CONSTRUCTION SERVICES: It is the policy of Facilities to provide construction services to meet the dynamic space needs of Mesa County Divisions and Departments within the bounds of the Mesa County Strategic Facilities Plan.

All requests for new construction and remodeling will be evaluated by Facilities as to their consistency with the strategic and tactical plans; their effect on overall operating costs; Departmental operating efficiency; and enhancement of public service. Facilities will also prepare detailed construction cost and time estimates either in-house or with the assistance of outside professionals. Facilities will provide the requestor with the cost estimates, time frame and recommendations. Cost estimates will include all anticipated construction, communications, land, environmental, operating, regulatory costs, etc. It is the responsibility of the requesting Department to prepare whatever budget requests are necessary, and to present their request to the Administration and Mesa County Commissioners.

All outside contractors or material suppliers will be procured in conformance with published Mesa County bidding, contracting and purchasing procedures, and all electrical, plumbing, mechanical and structural work will be performed by qualified licensed contractors in accordance with applicable local, state and federal code regulations.

1.06 CUSTODIAL SERVICES: It is the policy of Facilities to maintain all Mesa County buildings in a clean and presentable condition by:

- 1) Contracting with qualified third-party, bonded contractors in conformance with published Mesa County bidding and contracting procedures;
- 2) Designating a Facilities contract administrator to supervise all custodial contractors and cleaning operations. Please call 244-3230 for custodial problems;

- 3) Performing, in conjunction with the Mesa County Sheriff's Office, a security check on all contractor personnel working in Mesa County Facilities;

1.07 ELECTRICAL ROOMS AND TELEPHONE ROOMS: It is the policy of Facilities to maintain electrical and telephone rooms in a clean and safe manner. These areas are **not** to be used as storage closets, any party using electrical or telephone rooms for storage will be requested to remove all articles stored in these Facilities. Fire code dictates the safe, clean and clear maintenance of electrical and telephone rooms.

1.08 EMERGENCY SERVICES: It is the policy of Facilities to promptly respond to any emergency situation upon notification of each event. These would include, but not be limited to: Fire, water breaks, power outages, etc. Emergency service may be obtained by calling the Facilities main number (244-3230) 8:00-5:00 p.m. or "911" after hours or on weekends for emergencies.

1.09 ENVIRONMENTAL SERVICES: It is the policy of Facilities to conduct all work in an environmentally sound manner and to ensure, to the extent practicable, that all Mesa County subcontractors and vendors do the same. Facilities will also provide, via third-party contractors, or state and federal agencies, environmental audits and air quality surveys, or underground storage tank removal services on an as-needed basis. Facilities requires all Facilities vendors and subcontractors to provide "material safety data sheets" on all products, e.g. cleaning materials, used in Mesa County Facilities.

1.10 EQUIPMENT MAINTENANCE AND REPAIR: It is the policy of Facilities to perform routine preventive maintenance, and breakdown repair on all County mechanical equipment, boilers, refrigerated air systems, water coolers, air handlers, exhaust fans, etc. in conformance with sound maintenance practices. Facilities is also responsible for such devices as door accesses, metal detectors, etc. Facilities is **not** responsible for repair of computers, telephones, fax machines, copy machines or other office equipment of this kind, or any personal property. However, Facilities, upon receipt of a work request, may assist in moving or connecting of such equipment as time allows

1.11 FURNITURE: It is the policy of Facilities to standardize Mesa County furniture systems and acquisition procedures to maximize office productivity, comfort, safety, ergonomic functionality and furniture system flexibility by:

- 1) Working in concert with the Mesa County Purchasing and Risk to evaluate available furniture systems and present acquisition procedures;
- 2) Developing work place standards as a part of the Mesa County Strategic Facilities Plan;
- 3) Assisting departments in analyzing their specific furniture needs;
- 4) Repairing broken furniture, as practical or possible;

1.12 GROUNDS ADMINISTRATION: It is the policy of Facilities to maintain all Mesa County-owned grounds in a clean, safe and aesthetically pleasing condition:

Facilities requests that all employees notify Facilities, via a work request, of any hazardous or unkempt conditions which may exist on Mesa County owned property by calling 244-3230.

1.13 MOVING SERVICES: It is the policy of Facilities to assist all Mesa County Divisions and Departments with moving physical assets such as furniture, surplus property, files, etc. in the following fashion:

- 1) Upon receipt of the work request, Facilities personnel will usually meet with the requesting party to determine the size, complexity and schedule for the move;
- 2) If the move involves a single item such as a desk, Facilities will usually handle the move internally as a part of the normal work flow;
- 3) If the move involves several pieces of furniture, cabling, new electrical, phone moves, etc., Facilities will coordinate the work with other affected divisions, e.g. I.T. and outside contractors;
- 4) Facilities will typically use a third-party moving contractor for multiple-item moves, heavy or specialty items, or if the move must be performed on a tight schedule.

1.14 PAINTING: It is the policy of Facilities to perform routine painting of all Mesa County Facilities by using both in-house personnel as time allows and qualified, licensed third-party contractors. Painting priorities are:

- 1) All public areas;
- 2) All restrooms and other high traffic employee areas;
- 3) All exterior areas that are showing sufficient wear that non-painting will exacerbate deterioration;
- 4) All offices showing significant deterioration, vacancy, being remodeled, recarpeted or otherwise being remodeled.

Facilities will select and use consistent colors for all areas.

1.15 PARKS ADMINISTRATION: It is the policy of Facilities and Parks to maintain active parks in a safe, clean and aesthetically pleasing manner by:

- 1) Contracting with a licensed, bonded landscape contractor for necessary services in conformance with published Mesa County bidding and contracting procedures;
- 2) Designating a Facilities contract administrator to supervise all parks contractors and park operations. Please call 244-3230 for parks-related problems;
- 3) Together with the homeowners association or area park patrons, designate an area resident to monitor the park condition and report to Facilities any deficiencies or hazardous conditions;

- 4) Using the CMMS, provide preventive maintenance on existing pump houses, playground equipment and transfer stations in safe, usable and aesthetically pleasing condition;

1.16 PROJECTS: It is the policy of Facilities to analyze all work order requests to determine if the request may be handled as routine work or be designated as a project. Projects may be defined by one or a combination of the following tasks:

- 1) Any task other than routine maintenance requiring multiple-days to complete;
- 2) Any task requiring third-party consulting or other professional services;
- 3) Any task which alters the envelope of existing County Facilities;
- 4) Any tasks requiring the hiring of a third-party contractor, i.e. electrician, plumber, etc.
- 7) Any task requiring a significant dollar amount which requires formal bidding or contracting in conformance with published Mesa County purchasing procedures, or Mesa County Commissioner approval at public hearing;
- 8) Any task requiring significant interdepartmental or interdivisional coordination.

All work order requests for construction services will be evaluated by Facilities personnel and if the determination is made that the work order falls into the project category, a cost estimate for the work will be prepared. If the job has already been budgeted, it will be scheduled and work will be performed. If it is not budgeted and it has been determined that Facilities staff are able to schedule the project within the annual time constraints, the requesting party will be responsible for preparing, submitting and presenting the appropriate budget request.

All outside contractors or material suppliers will be procured in conformance with published Mesa County bidding; contracting and purchasing procedures and all electrical, plumbing, mechanical and structural work will be performed by qualified licensed contractors in accordance with applicable local, state and federal code regulations.

1.17 LEASES: It is the policy of Facilities to both lease property to third parties and lease property from third parties where such leases are in the best interest of Mesa County and the public. All leases will be presented to the Mesa County Commissioners and Administration for approval at public hearing. Specifically:

- 1) Standard form leases approved by the Mesa County Attorney will be used by Facilities in leasing Mesa County property to third parties;
- 2) Leases for property, where Mesa County is the lessor, will be drafted by Facilities in conjunction with the Mesa County Attorney's office;
- 3) Facilities will endeavor to ensure that all leases are negotiated at current or below market rates;

- 4) Facilities will maintain comprehensive files on each leased property.

1.18 REPAIR AND MAINTENANCE: It is the policy of Facilities to perform necessary, routine preventive maintenance on all County Facilities in conformance with manufacturer's recommendations and sound preventive maintenance practices so that all equipment and Facilities may safely and efficiently reach or exceed their design life. Facilities will use automation, third-party contractors, maintenance agreements, in-house expertise, professional third-party assistance, and assistance from other governmental entities to ensure that the stated policy is met. Generally, preventive maintenance falls into two categories: Mechanical equipment, and building structure and finishes. Facilities is structured to allow these two separate but interdependent functions to occur simultaneously and efficiently through interdisciplinary teamwork between the H.V.A.C. Group and Building Group within the Facilities Division. The stated policy will be met specifically by:

- 1) Creating equipment and building records within the CMM System for each piece of mechanical equipment, and each building system, linking items to a scheduled preventive maintenance task, and performing each task as scheduled;
- 2) Conducting building inspections and noting building deficiencies for entry into the budgeting and scheduling processes;
- 3) Performing all work in conformance with applicable local, state and federal codes, regulations and laws;
- 4) Ensuring that preventive maintenance remains the priority within the Division;
- 5) Soliciting the assistance of all employees in finding and reporting hazards and areas of deterioration within all of our Facilities.

1.19 SECURITY: It is the policy of Facilities, in conjunction with the Mesa County Sheriff's Office, to provide security services, to the extent practicable, within the limits of the existing Facilities, specifically, Facilities will:

- 1) Provide electronic access control, intercommunication devices, electronic strike, etc. in those areas where such devices will enhance security by limiting access to authorized personnel only;
- 2) Provide access to Mesa County employees and other facility patrons, e.g. the 21st Judicial System. All access systems will be provided by Facilities, via a third-party electronic controls vendor, and utilize monitoring systems to the extent required,
- 3) With the assistance of M.C.S.O. perform security checks on all third-party contractors and vendors performing work in areas containing sensitive materials and/or in instances where work is performed after hours or on weekends;
- 4) Provide area and security lighting as needed;

1.20 SIGNS: It is the policy of Facilities to provide signage services to all Mesa County Departments/Divisions. Sign types include, but are not limited to, employee office plaques, directional signage, safety signage, and specialty signage, e.g. elections. Facilities will endeavor to maintain sign uniformity to the extent practicable through the use of consistent materials, type-size and style and location. Facilities will **not** allow the use of sticky-backed tape or other adhesives that damage existing surfaces. Facilities will procure and hang signs upon receipt of work order request.

1.21 SNOW REMOVAL: It is the policy of Facilities to provide snow removal services at Mesa County Facilities to provide safe ingress and egress from each building for the general public and for Mesa County employees. Specifically, Facilities will:

- 1) Begin snow removal service at 6:30 a.m. each working day and endeavor to have all walks, ramps, stairs, entries, etc. cleared by 7:30 a.m. the same day;
- 2) Apply snow melting compounds in amounts sufficient to ensure proper ice clearing, but with care so as to not damage concrete, vegetation, or building floor coverings. This operation will occur both mornings and evenings;
- 3) Contract with qualified third-party contractors to clear snow from parking lots. Facilities will endeavor to have parking lot snow removed before the start of the working day after the snow has accumulated;
- 4) Continue snow clearing operations throughout the day on especially heavy snowfalls;
- 5) Provide 24-hour snow removal service to selected areas of the Mesa County Detention Facility and Sheriff's Office.

Facilities encourages each employee to look for and report areas of ice/snow accumulation to Facilities as soon as it is identified.

1.22 SURPLUS PROPERTY: Facilities in conformance with policies established by the Finance Department and Purchasing Department Policies and Procedures, coordinates the, storage, disposal, or sale of fixed assets.

1.23 WINDOW WASHING: It is the policy of Facilities to keep all exterior windows and screens clean and operable. Facilities will:

- 1) Incorporate all interior windows and both interior and exterior store-front entry glass into its custodial contracts as stipulated in the specific agreements;
- 2) Contract with a bonded, qualified third-party vendor for all exterior window and screen cleaning not included in the custodial contract.

Facilities encourages the web request contact personnel to report non-operational windows as soon as they are identified.

1.24 WARRANTY: Facilities follows the manufactures warranty. Facilities requests warranty repairs directly from the installer and supplier. Warranty request are tracked through the CMMS software system.

- 1) Typical one year warranty on installation on most equipment
- 2) One to Five year warranty on parts and material
- 3) Fifteen to Twenty year warranty on roofing systems
- 4) Seven to Ten year warranty on heat exchangers

		RTPO/GVT Downtown, 525 S. 6th	GVT Maintenance Facility, 971 Coffman Rd	Clifton Transfer Station, 3235 I-70B	
Component Number	Component	Task	Rating	Inspection Date 9/22/2014	Inspected By
1	Roof	Inspect rubber membrane, roof tiles, gravel, flashing, hardware and painted or coated surfaces.	4	4	Edward with Facilities
2	Shell (e.g., exterior structure, walls)	Inspect downspouts, doors, and windows. Inspect walls, foundations, columns and pillars. Inspect paint, coatings, siding, concrete or masonry.	4	4	Edward with Facilities
3	Interior	Inspect lighting, electrical conduit and boxes, plumbing, signage, doors and windows. Inspect walls, floors, ceiling stairs, and foundations. Inspect flooring, drywall, ceiling tiles, paint and other coatings.	4	4	Edward with Facilities
4	Conveyance (e.g., elevators, escalators, wheelchair lifts)	Check elevator operation. Ensure the elevator doors open and close freely.	4 Elevator inspection completed in August 2014	N/A	Edward with Facilities
5	Plumbing	Inspect the interior of any escalators. Look at the condition of the floors, glass and ceiling. Check the condition of the paint and look for signs of deterioration. Inspect escalators, lifts and other conveyance assets. Check equipment operation.	N/A	N/A	Edward with Facilities
6	HVAC	Inspect any pipes for damage or leaks including any drainage. Evaluate overall performance of the system.	4	4	Edward with Facilities
7	Fire Protection	Evaluate fire alarms, and overall protection system.	4 Fire system inspection completed in October 2013, scheduled to be inspected again in October 2014	4 Fire system inspection completed in October 2013, scheduled to be inspected again in October 2014	Edward with Facilities

Component Number	Component	Task	Rating	RTPO/GVT Downtown, 525 S. 6th Inspection Date 9/16/2014	GVT Maintenance Facility, 971 Coffman Rd Inspection Date 9/18/2014	Clifton Transfer Station, 3235 I-70B Inspection Date 9/22/2014	Inspected By
8	Electrical	Inspect electrical assets including conduit, boxes, solar panels and mountings for any damage wire chaffing or loose or corroded connections. Evaluate overall performance of the system.	4	4	4	4	Edward with Facilities
9	Equipment (e.g., lifts, washing systems)	Inspect major pieces of equipment permanent to the facility, such as lifts, fueling systems, and bus washing systems.	N/A	N/A	4 1208 hours on power washer	N/A	Edward with Facilities
10	Site (e.g., sidewalks, parking lot, grounds)	Inspect paved areas outside the facility. Look for cracking or settling of the concrete or asphalt. Look for signs of drainage problems such as flooded areas, eroded soil and water damage to the asphalt and clogged storm drain inlets. Inspect the curbing and ramps for cracking, settling, holes, uneven surfaces and trip hazards. <u>Pay special attention to the wheelchair ramp areas.</u>	3	4	4	4	Edward with Facilities
		Inspect lighting, signage, fencing and gates. Look for corrosion, structural integrity and condition of paint. Visually inspect the irrigation system, if installed. Look for signs of leaks, such as sagging areas in grass and/or pooling water. Look for dead spots in the grass which would indicate lack of water possibly caused by a mechanical failure. Inspect the passenger huts and benches for corrosion, paint condition, glass condition and damage.	4	4	4	4	Edward with Facilities

Mesa County Facilities and Parks

315 N. Spruce Street
 Grand Junction, CO 81501
 Phone: 970-244-3230

Fax: 970-244-3240

Work Order 18857

Service Parks, Landscapes and Open Spaces, 01/01/2014
 Property RTPO Campus Issued 1/3/2014 9:03:23 AM Std Hrs 1
 Shop Parks/Grounds Due 1/1/2014 Priority 9
 Supervisor Linza, Gregory A Status Open Type Routine
 Account RTPO Substatus Taken By JC
 Description Repair and Maintenance of Parks and Grounds at Buildings and Parking Lots

Asset	RTPO GJ GVT/Trns Site-525 So. 6th St.	Department	RTPO
Description	02082		
Location			
Building	RTPO GJ GVT/Trns Site-525 So. 6th St.	Requested	1/2/2014 4:57:24 PM
Parent		Requester	
<input type="checkbox"/> Shutdown <input type="checkbox"/> Lockout/Tagout <input type="checkbox"/> Safety <input type="checkbox"/> Warranty <input type="checkbox"/> Inspection		Phone	

Labor	Activity	Category	Hours: Est.	Reg.	O.T.	Dbl.	Other
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	SNOW REMOVAL	Parks/Grounds	0.00				
Cantrell, Jule P.	ADMINISTRATIVE	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	SNOW REMOVAL	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				
Cantrell, Jule P.	GROUNDS ROUTINE MAIN	Parks/Grounds	0.00				

Mesa County Facilities and Parks

315 N. Spruce Street
 Grand Junction, CO 81501
 Phone: 970-244-3230

Fax: 970-244-3240

Work Order 21506

Service Equipment (Elevator Inspections), 8/1/2014
 Property RTPO Campus Issued 8/4/2014 4:19:55 PM Std Hrs 1
 Shop Building Due 9/5/2014 Priority 6
 Supervisor Morgan, Edward A. Status Open Type Preventive
 Account RTPO Substatus Taken By SM
 Description Annual Inspection of all elevators in each county building.
 PM'S

Asset	RTPO GJ GVT/Trns Site-525 So. 6th St.	Department	RTPO
Description	02082		
Location			
Building	RTPO GJ GVT/Trns Site-525 So. 6th St.	Requested	8/4/2014 4:18:32 PM
Parent		Requester	
<input type="checkbox"/> Shutdown <input type="checkbox"/> Lockout/Tagout <input checked="" type="checkbox"/> Safety <input type="checkbox"/> Warranty <input checked="" type="checkbox"/> Inspection		Phone	

Labor	Activity	Category	Hours: Est.	Reg.	O.T.	Dbl.	Other
Medina, Steve	PM'S	Elevator	1.00				

Parts	Description	Location	Aisle/Shelf/Bin	Qty Est.	Qty Used
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Other Costs	Description	Est. Cost
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Primary Failure: _____ Secondary Failure: _____
 Downtime: _____ Lost Time: _____
 Comments: _____
 Date Completed: _____ Charge to: _____

Mesa County Facilities and Parks

315 N. Spruce Street
 Grand Junction, CO 81501
 Phone: 970-244-3230

Fax: 970-244-3240

Work Order 21530

Service	Equipment (Fire protection and detection), 8/1/2014	Issued	8/4/2014 4:24:16 PM	Std Hrs	2
Property	RTPO Campus	Due	11/14/2014	Priority	3
Shop	Building	Status	Open	Type	Preventive
Supervisor	Morgan, Edward A.	Substatus		Taken By	TM
Account	RTPO				

Description Test and inspect the following systems
 Wet systems
 Dry systems
 Pre-Action systems
 Notification system
 Detection systems
 Fire Extinguishers
 Halon systems

Asset	RTPO GJ GVT/Trns Site-525 So. 6th St.	Department	RTPO
Description	02082		
Location			
Building	RTPO GJ GVT/Trns Site-525 So. 6th St.	Requested	8/4/2014 4:18:32 PM
Parent		Requester	Phone
<input type="checkbox"/> Shutdown <input type="checkbox"/> Lockout/Tagout <input checked="" type="checkbox"/> Safety <input type="checkbox"/> Warranty <input type="checkbox"/> Inspection			

Labor	Activity	Category	Hours: Est.	Reg.	O.T.	Dbl.	Other
Morfin, Tim A.		<none>	2.00				

Parts	Description	Location	Aisle/Shelf/Bin	Qty Est.	Qty Used
-------	-------------	----------	-----------------	----------	----------

Other Costs	Description	Est. Cost
-------------	-------------	-----------

Primary Failure: _____ Secondary Failure: _____
 Downtime: _____ Lost Time: _____
 Comments: _____
 Date Completed: _____ Charge to: _____

Mesa County Facilities and Parks

315 N. Spruce Street
 Grand Junction, CO 81501
 Phone: 970-244-3230

Fax: 970-244-3240

Work Order 22368

Service	Light Bulb Replacement	Issued	10/20/2014 12:54:06 PM	Std Hrs	0
Property	RTPO Campus	Due	10/20/2014 9:20:20 AM	Priority	0
Shop		Status	Open	Type	Demand
Supervisor		Substatus		Taken By	SM
Account	RTPO				
Description	Hello! The light bulb above Route 1 bus loading area is out at the downtown transfer station. Please replace. Thank you!				

Asset	RTPO GJ GVT/Trns Site-525 So. 6th St.	Department	RTPO
Description	02082		
Location	lights above Route 1 bus pickup		
Building	RTPO GJ GVT/Trns Site-525 So. 6th St.	Requested	10/20/2014 9:20:20 AM
Parent		Requester	Biz Collins
<input type="checkbox"/> Shutdown	<input type="checkbox"/> Lockout/Tagout	<input type="checkbox"/> Safety	<input type="checkbox"/> Warranty
<input type="checkbox"/> Inspection		Phone	970 683-4339

Labor	Activity	Category	Hours: Est.	Reg.	O.T.	Dbl.	Other
Medina, Steve		<none>	0.00				

Parts	Description	Location	Aisle/Shelf/Bin	Qty Est.	Qty Used

Other Costs	Description	Est. Cost

Primary Failure: _____ Secondary Failure: _____
 Downtime: _____ Lost Time: _____
 Comments: _____
 Date Completed: _____ Charge to: _____

Mesa County Facilities and Parks

315 N. Spruce Street
 Grand Junction, CO 81501
 Phone: 970-244-3230

Fax: 970-244-3240

Work Order 22341

Service	Furnishings	Issued		Std Hrs	1
Property	Courthouse And Annex Campus	Due	10/23/2014 4:02:22 PM	Priority	4
Shop	Building	Status	Requested	Type	Demand
Supervisor	Morgan, Edward A.	Substatus		Taken By	
Account	Human Resources				

Description -hang pictures in HR area and Franks office.
 -move tagged furniture from 2nd floor (old finance area to Shelley Vehiks office 3rd floor HR
 -Move big conference room table from HR to Finance work room

Asset	Courthouse and Annex	Department	Human Resources
Description			
Location	HR		
Building	Courthouse and Annex	Requested	10/16/2014 4:02:22 PM
Parent		Requester	Cindy Barnett
<input type="checkbox"/> Shutdown	<input type="checkbox"/> Lockout/Tagout	<input type="checkbox"/> Safety	<input type="checkbox"/> Warranty
<input type="checkbox"/> Inspection		Phone	970/244-1856

Labor	Activity	Category	Hours: Est.	Reg.	O.T.	Dbl.	Other
-------	----------	----------	-------------	------	------	------	-------

Parts	Description	Location	Aisle/Shelf/Bin	Qty Est.	Qty Used
-------	-------------	----------	-----------------	----------	----------

Other Costs	Description	Est. Cost
-------------	-------------	-----------

Primary Failure: _____ Secondary Failure: _____
 Downtime: _____ Lost Time: _____
 Comments: _____
 Date Completed: _____ Charge to: _____

Exhibit G_Equipment List

Bus #	Radios	Fareboxes	Headsigns	Interior Cameras	PA System
61	Motorola	Genfare Odyssey	No Sign	REI Models	Voyager PA500
62	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
63	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
65	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
67	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
68	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
69	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
70	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Voyager PA500
71	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
72	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
73	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
74	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
75	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
76	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
77	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
78	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
80	Motorola	Genfare Odyssey	Luminator Vista	REI Models	Jensen JHD 3510
81	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen PA500
82	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen PA500
83	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen PA500
84	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen PA500
85	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen PA500
107	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen PA500
108	Motorola	Genfare Odyssey	Luminator Vista	REI Models	REI CD2000
109	Motorola	Genfare Odyssey	Luminator Vista	REI Models	REI CD2000
110	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen JHD 3630BT
111	Motorola	Genfare Odyssey	Hanover	REI Models	Jensen JHD 3630BT
Extra	Motorola				
Extra	Motorola				
Extra	Motorola				
Base Radio 1	Motorola				
Base Radio 2	Motorola				
Base Radio 3	Motorola				
Handheld 1	Motorola				
Handheld 2	Motorola				
Handheld 3	Motorola				
Handheld 4	Motorola				
Handheld 5	Motorola				

POLICY 5.0 – FARE POLICY

ARTICLE I: PURPOSE

The fare policy is used to provide direction in making decisions about changes in Grand Valley Transit's (GVT) fare structure. The policy is composed of objectives and guidelines. The objectives indicate the general goals that the GVT fare structure should achieve. The guidelines provide more specific direction on the various aspects of a fare structure. The intent of each of the guidelines is to further explain in a discussion section that follows each statement.

This Fare Policy applies to the fixed-route system.

ARTICLE II: OBJECTIVES

1. To promote fixed-route ridership by making the fare structure attractive to users
2. To improve the farebox recovery ratio
3. To improve the efficiency of fare collection
4. To promote equality of fare payment among patrons
5. To promote the most independent, appropriate and cost effective service option for people with disabilities.

ARTICLE III: APPLICATION

This policy applies to all recommendations for changes to the fare structure.

ARTICLE IV: GUIDELINES

1. Recommendations for changes in the fare will be developed by the Regional Transportation Planning Office (RTPO) and GVT staff. Decisions on fare changes are made by the Grand Valley Regional Transportation Committee (GVRTC). A public hearing is required for any increase in fares.

2. When making recommendations for changes to the fare, staff will consider the inflation rate, ridership and revenue trends, local economic trends, trends in automobile-related costs such as gas, service changes, the value of the service to the rider, market conditions and opportunities, GVT financial situation, GVRTC goals and objectives, and GVRTC policy. This policy statement lists the most important factors to be considered in making recommendations for changes to the fare structure. The list of factors to be evaluated is not meant to be exclusive; other factors will need to be considered from year to year. It is further recommended that staff continue and maintain a ridership model in order to more accurately predict the effects of changes in the fare structure.

3. Increases to the Group Pass rates will be based on guidelines included in the Group Pass section of this policy.

4. Increases in the farebox recovery ratio should be pursued primarily by improving the ridership productivity of the system and by improving internal operating efficiency. There are three ways to improve farebox recovery ratio: by increasing the fare (in real terms); by improving internal operating efficiency; and by improving ridership productivity. Improvements in internal operating efficiency should be pursued whenever possible. Improvements in ridership productivity are likely to provide the greatest potential for a significant improvement to the farebox recovery ratio. The average fare remains stable (in real terms); a 10 percent increase in ridership productivity would achieve a 10 percent improvement in the farebox recovery ratio.

5. Prepayment of fares on the fixed-route system shall be encouraged. Accordingly, passes should be priced below the cash fare. Prepayment of fares benefits GVT in a number of ways: It improves the cash flow situation; it guarantees ridership and revenue by the customer; it reduces the chance of nonpayment or underpayment; and it speeds boarding. Prepayment mechanisms also tend to encourage increased ridership by customers since the cost of the ride is not required at the time the decision to take the ride is made. Riders making the longest-term commitment to use the system should receive the greatest discount. For example, someone buying a one month pass should receive a bigger discount than someone buying a one week pass.

6. Fare payment options that effectively attract a different market segment or encourage increased use of the bus by current riders shall be developed. The fare payment options should be made conveniently available to customers. GVT currently offers customers the choice of paying cash, day, eleven ride, monthly, student semester, six-month, and annual passes. Each of these fare payment options is attractive to a different segment of the market. Other fare payment options that attract additional riders, increase bus use among current riders, or are more convenient forms of current options should be investigated and, if feasible, implemented. Convenient access to all fare payment options will tend to make the system more attractive to customers and thus will increase ridership.

7. The design and number of fare payment instruments shall consider the ease of enforcement by bus operators and ease of understanding by customers. Bus operator enforcement of fares is necessary to ensure adherence by customers to the fare policies. The ease of enforcement is dependent upon the design of the fare payment instrument and the quantity of different fare payment options available. These two factors should be considered when making decisions on the implementation of a new fare option or the redesign of an existing fare instrument. Fare enforcement programs should be evaluated periodically to ensure that they are appropriate.

ARTICLE V: PUBLICATION AND POSTING

All revisions to this policy will be subject to Policy 2.0 –Public Participation Process.

The fare structure will also be included as a part of all future GVT maps, schedules, and brochures and will become part of the GVT website.

ARTICLE VI: MAINTENANCE

The Regional Transportation Planning Office will monitor application of this policy as it relates to cash fares, and standard passes, and propose revisions as necessary.

PRIVATE NONPROFIT, HUMAN SERVICE AND GOVERNMENT AGENCIES

OBJECTIVES

The GVRTC offers private nonprofit, human service and government agencies the opportunity to purchase GVT fare media at a 50 percent discount. This discount is granted in recognition of a community need for transportation services for individuals and families who are working with these agencies to seek employment, housing, and medical services.

APPLICATION

This policy applies to any private non-profit (501-3-c), human service and government agencies who wishes to purchase fare media from GVT.

PROGRAM GUIDELINES

Eligibility determination is conducted by GVT. Agencies wishing to participate may complete the necessary application at GVT. Upon successful certification, agency staff may call GVT to place a fare media order. Agencies are eligible for a 50 percent discount toward the purchase of fare media.

MAINTENANCE

The GVT Operator is responsible for monitoring and making recommendations for modifications to this policy. A semi-annual report of program use will be produced and forwarded to the RTPO for review.

DISTRICT 51 AND LOCAL HIGHER EDUCATION INSTITUTIONS WHOLESALE DISCOUNT PROGRAM

OBJECTIVES

The GVRTC offers School District 51 and local higher education institutions a wholesale discount on the purchase of fare media. This discount recognizes that the School District and the local higher education institutions play an important role in the ridership and distribution of fare media to GVT customers.

APPLICATION

This policy applies to all District 51 High/Middle Schools that choose to contract with GVT for the sales of fare media as well as all local higher education institutions. All Schools will be issued passes according to the same discount structure.

PROGRAM GUIDELINES

GVT offers a \$60 Student Pass per student per semester.

MAINTENANCE

The GVT Operator is responsible for monitoring and making recommendations for modifications to this policy.

GROUP PASS PROGRAM

OBJECTIVES

The GVRTC offers a Group Pass Program for agencies to have the opportunity to purchase GVT fare media at a 50 percent discount. The employer enters into an annual contract for services with GVT. In this way, the cost per person for the service is significantly reduced, and ridership within the group can be expected to increase significantly.

Group pass programs attempt to:

1. Increase ridership and ridership productivity (rides per service hour);
2. Maintain or increase the farebox to operating cost ratio; and
3. Decrease the cost per trip.

The establishment of these programs is based on the premise that increased use of transit, as a replacement to the single-occupancy vehicle, is a goal established by our community because it will provide numerous benefits. In order to meet that goal, GVT should aggressively pursue fiscally responsible programs that increase use of the bus, particularly in areas with traffic congestion, parking or air quality problems, or where there is a transportation need that can be effectively addressed with public transit.

APPLICATION

The following guidelines apply to all group pass programs established by the GVRTC.

PROGRAM GUIDELINES

Qualifying Organizations

The GVT will consider any organization, public or private, for a group pass program. Organizations wishing to participate may complete the necessary application at GVT. Upon successful certification, organization staff may call GVT to place a fare media order. Organizations are eligible for a 50 percent discount toward the purchase of fare media if it:

1. Includes at least 25 individuals
2. Is financially capable and legally empowered to enter into a contract with GVT and meet the financial obligations dictated by that contract.
3. GVT will consider qualifying organizations on a first-come/first-served basis, only if GVT has the service and equipment capacity to serve that organization.

Term of the Contract

Contracts will normally be for a one-year period, with annual renewals. Yearly evaluation, at a level appropriate for the size of the organization, is to be conducted of each group pass program prior to renewing the contract to determine if the pricing criteria are still being satisfied.

Operational Issues

Group pass participants are to have a GVT pass that is easily verified by the bus driver. The GVT pass must have been issued and approved by GVT. Participating organizations will be responsible for administering the program within their organizations.

Marketing

GVT will provide trip planning assistance for the individuals of a group pass organization. Marketing of the service to individuals of a group pass organization will be conducted where it is determined to have a significant impact on ridership.

Maintenance

The GVT Operator is responsible for monitoring and making recommendations for modifications to this policy.

HALF-FARE PROGRAM

OBJECTIVE

To provide reduced fares for seniors and people with disabilities in cooperation with the Federal Transit Administration's (FTA) half-fare requirements. FTA grantees are required to implement a half fare schedule during off-peak hours of service. Grantees must ensure that elderly persons and persons with disabilities, or an individual presenting a Medicare card, will be charged during off-peak hours for transportation services financed under FTA Section 5307 funds not more than 50 percent of the peak hour fare.

BACKGROUND

Urbanized Area Formula Grant Program (Section 5307) grantees must allow elderly persons, persons with disabilities, and Medicare card holders to ride fixed route services during the off-peak period for a fare that is not more than one-half the base fare charged other persons during the peak period.

This requirement is for fixed-route service only. It is not applicable to demand responsive service open to the general public.

APPLICATION

This program applies to all qualified individuals who are eligible according to the guidelines contained in the Half-Fare program.

PROGRAM GUIDELINES

GVT's Half-Fare program provides half-price discounted bus fares to people aged 65 and older, people who receive Medicaid or Medicare and persons with disabilities, 10:15 a.m. until 2:15 p.m. Monday-Friday and all day Saturday.

Who qualifies for the half-fare program?

1. Persons aged 65 and older
2. Persons who receive Medicaid or Medicare
3. Persons with disabilities
4. People who meet the FTA definition of disabled:
"disabled person means any individual who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary disability, are unable, without special facilities or special planning or design to utilize mass transportation and services as effectively as persons who are not so affected."

OTHER DEFINITIONS

ELDERLY: "Elderly" by FTA regulations is to "at a minimum, include all persons 65 years of age or over."

DISABLED: Persons with disabilities are defined by FTA as persons "who by reason of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including any individual who is a wheelchair user or has semi-ambulatory capabilities), cannot use effectively, without special facilities, planning, or design, mass transportation service or a mass transportation facility."

MEDICARE CARD HOLDER: The definition of Medicare card holder is self-explanatory. Though most Medicare card holders are elderly, it is important to recognize that Medicare cards can be issued to non-elderly persons with a disability. A Medicare card can be issued to anyone over 20 years of age who has received Social Security or Railroad Retirement Board disability benefits for more than 24 months or is a kidney dialysis or kidney transplant patient.

Eligibility: FTA regulations state that a Medicare card may be used as proof of eligibility for the elderly and persons with disabilities to qualify for the half fare. Anyone with authorized possession of a Medicare card may show the Medicare card to the bus driver to access the half fare rate during posted half fare scheduled times.

In order to ensure that the person presenting a Medicare card is the authorized individual, GVT may request additional proof of identity (i.e. another card with a photograph) for checking the validity of the Medicare card and not as further proof of eligibility.

What do I need to have to show that I qualify?

1. Medicaid or Medicare Card
2. Official verification of age (valid driver's license, passport, State ID card)

MAINTENANCE

The GVT Operator is responsible for monitoring and making recommendations for modifications to this policy.

FARE STRUCTURE	
Fare Category	Price
Cash Fare	\$1.50
ADA Paratransit	\$3.00
Medicaid/Medicare, Persons with Disabilities and Senior Persons (65 years & older)*	\$0.75
Day Pass	\$3.75
11 Ride Pass	\$15.00
1 Month Youth/Senior	\$22.50
1 Month Pass	\$45.00
Student Semester Pass	\$60.00
6 Month Youth/Senior	\$115.00
6 Month Pass	\$150.00
12 Month Youth/Senior	\$195.00
12 Month Pass	\$275.00

*10:15 a.m. until 2:15 p.m. Monday-Friday and all day Saturday.

FAREBOX SCHEDULED MAINTENANCE

The preventative maintenance (PM) programs for farebox components are described below. PMs will be conducted by Mesa County or its designee.

1. Automated Farebox Units will receive the preventative maintenance described in Appendix A of this document and in Odyssey Validating Farebox Operation & Service Manual M-24003-4SM, pages 285-290.
 - a. Farebox PM Reports should also be used to track maintenance. Procedure is included as Appendix B in this document but can also be found in Data System Operation & Service Manual M-25682-2.05.09V, pages 1-28, 1-29, 8-22, & 8-23.
 - b. Cashbox PM on Vaulting Reports should also be used to track maintenance. Procedure is included as Appendix C in this document but can also be found in Data System Operation & Service Manual M-25682-2.05.09V, pages 8-18 & 8-19.
2. The Revenue Collection System Stationary Vault will receive the preventative maintenance described in Appendix D but can also be found in Revenue Collection System Stationary Vault Operators & Service Manual #M-00544-SM, page 7-1.

Chapter 17. PREVENTATIVE MAINTENANCE

17.1 Recommended Schedules

Periodic inspections and preventative maintenance are the keys to trouble-free farebox operation. Schedules below are a guide for your PM program. Adjust intervals per your Agency's experience.

WARNING: Before performing any inspection or maintenance functions that require removing components or subassemblies from the farebox, turn the *master power switch* inside the farebox to OFF (see Figure 5-3).

CAUTION: ONLY DURING PREVENTIVE MAINTENANCE (every 6 months) - If you remove/replace a Coin or Bill Validator from the Odyssey during PM, you must reset the cumulative totals as follows: 1) Run a Probing Summary Report from the data system to verify the particular farebox was probed. 2) If it wasn't probed, probe the farebox now to capture the stored data. 3) Memory-clear the farebox with a white jumper (refer to Sect. 6.1). (Memory-clearing erases cumulative counts, revenue/ridership data, if present.)

NOTE: If the Farebox is being repaired while it's in service, do NOT memory clear.

WARNING: When removing plugs from sockets, pull on the PLUG, not the WIRES. Pulling on plugs may loosen contact points, break wires, or pull wire out of plug.

WARNING: When cleaning rubber or plastic components, do not use any cleaners not recommended by Genfare.

NOTE: Genfare suggests changing cashbox locks and keys every three years as part of the PM program. This assures proper operation and a high level of security.

NOTE: Odysseys with the D25718 logic board can be put into TRiM cleaning mode without a magnetic "cleaning" card. First access the maintenance menu on the OCU by holding down the green (dump) button and pressing the # key. In the maintenance menu, press the down arrow key until the word "MAINTENANCE" is highlighted, then enter the maintenance code 123456, and press the # key again.

TABLE 17-1. ODYSSEY PREVENTATIVE MAINTENANCE SCHEDULE

Module	Component	Task	Material Required/Comment
MONTHLY CLEANING			
Magnetic swipe card reader		4 swipes with cleaning card	Cleaning card, GFI part #A14243-0004
Coin/token insertion cup		Clean	Sponge & isopropyl alcohol
QUARTERLY CLEANING AND INSPECTION – The above plus:			
Farebox exterior	Sheet metal, windows	Clean as needed	Mild detergent
OCU	Keypad	Clean as needed	Mild detergent
Passenger display and buttons		Clean as needed	Soft damp cloth

TABLE 17-1. ODYSSEY PREVENTATIVE MAINTENANCE SCHEDULE			
Module	Component	Task	Material Required/Comment
Passenger display and buttons		Clean as needed	Soft damp cloth
Coin validator		Clean, remove lint, debris REV. A	Externally – mild detergent on damp cloth; internally, compressed air or isopropyl alcohol
		Clean, remove lint, debris	Externally – mild detergent on damp cloth; internally, compressed air or isopropyl alcohol
	Solenoid	Inspect, clean	Cotton swab and isopropyl alcohol
Coin/token return cup		Clean	All-purpose cleaner or mild detergent & water
Bill validator		Clean as needed	Externally – mild detergent on damp cloth; internally – compressed air or damp cloth
Bill transport	"O" rings	Clean as needed	Mild detergent
	Belts & pulleys	Inspect for wear; replace if needed	
Cashbox	Lock mechanism	Inspect	
SEMIANNUAL OVERHAUL – All the above plus:			
Bill transport	Idler posts and drive pulleys	Lubricate	Dow Corning 200 fluid oil GFI part #A24914-0001
	20-tooth spur drive	Lubricate	Molykote 33 lubricant, GFI part #A01417-0003
Cashbox	Lock mechanism	Clean, lubricate slide and coin/bill strippers	Mild detergent Molykote 33 lubricant, GFI part #A01417-0003
Locking bar		Lubricate	Molykote 33 lubricant, GFI part #A01417-0003
Electronic lock	Drive gears & drive stud	Lubricate	Molykote 33 lubricant, GFI part #A01417-0003
Coin bypass mechanism		Inspect, clean, lubricate	Molykote 33 lubricant, GFI part #A01417-0003
THREE-YEAR OVERHAUL – All the above plus:			
Cashbox		Replace cashbox ID battery	Cashbox ID battery, GFI part #D03825-0001

TABLE 17-1. ODYSSEY PREVENTATIVE MAINTENANCE SCHEDULE

Module	Component	Task	Material Required/Comment
Farebox, cashbox, cashbox receiver	Magnetic locks and keys	Replace all with new key combination	Optional but recommended by GFI for security
Pedestal floor and base casting		Clean	Scotchbrite™ and wire brush. Clean underside of pedestal and top edges of base casting

The following procedure is recommended when performing quarterly maintenance on the TRiM:

- 1) Unplug the TRiM and remove it from the farebox.
- 2) Remove the *ticket cassette*. Blow dust out of cassette and ticket path using compressed air; run cleaning card to clean rollers.
- 3) Turn the TRiM upside down and inspect the yellow feed roller. If white with paper dust, this indicates heavy usage – perform a semiannual overhaul.

TABLE 17-2. TRIM PREVENTATIVE MAINTENANCE SCHEDULE

Component	Task	Material Required/Comment
MONTHLY CLEANING		
Ticket path	(Tell TRiM that cleaning card is coming by pressing green & # keys on OCU. In Maint. Menu, press down arrow key to highlight MAINTENANCE, enter Maint. code 123456 & press # key.) 4 passes with cleaning card	Cleaning card, GFI part #A14243-0004
QUARTERLY CLEANING AND INSPECTION – The above plus:		
Drive belt	Inspect for damage or wear	
Feed (yellow) roller	Inspect/clean – remove cards, turn TRiM upside down to expose roller. Use stiff bristle brush; expose roller.	Lint-free tissue or cotton swab; isopropyl alcohol
Rubber (black) rollers	Clean/inspect	Cleaning card
Optical sensors (6)	Clean – remove conveyor board, unscrew and remove sensors, wipe; use compressed air on bottom sensors	Lint-free tissue or cotton swab; isopropyl alcohol; compressed air

SEMIANNUAL OVERHAUL – All the above plus:		
Magnetic heads	Clean/inspect	Cleaning card <i>or</i> lint-free tissue or cotton swab; isopropyl alcohol
Print head	Clean	Cleaning card <i>or</i> lint-free tissue or cotton swab; isopropyl alcohol

TABLE 17-3. TRIM PREVENTATIVE MAINTENANCE SCHEDULE		
Component	Task	Material Required/Comment
Print head	Clean	Cleaning card <i>or</i> lint-free tissue or cotton swab; isopropyl alcohol
Solenoids	Inspect; clean if necessary	Lint-free tissue or cotton swab; isopropyl alcohol
Gears	Clean/inspect	Damp rag
Edge guides	Clean/inspect	Damp rag
Drive belt	Clean/inspect/replace if necessary. Loosen 2 screws on idler assembly (Figure 15-5), press tension roller down to remove belt	Damp rag
Belt pulleys	Inspect/clean 2 belts in conveyor	Damp rag
Ticket cassette	Inspect cassette; adjust stripper gap if required	Replace cassette if damaged; adjust gap using feeler gauge
ANNUAL OVERHAUL – All the above plus:		
Print head	Replace	Or every 125,000 cycles if sooner
Bearings, bushings and motor	Inspect – replace if worn	
FIVE YEAR OVERHAUL – All the above plus:		
TRiM battery	Replace	

17.2 Cleaning Exterior Surfaces

CAUTION: When cleaning the bus, cover Odyssey top with a farebox cover (GFI part #B24984-0001). Never spray water directly onto farebox. Failure to do so may damage internal components and void GFI's warranty.

17.2.1 STAINLESS STEEL SURFACES

Normally, minimum care is required to maintain a stainless steel surface. Light routine cleaning is the most practical procedure. Dirt, grease, and markings may be removed without harming the finish. A mild detergent and water make a satisfactory cleaning solution. Stubborn dirt may require an abrasive cleaner. When using such a cleaner, always rub in the direction of the brush lines to preserve the finish.

When cleaning stainless steel surfaces, follow these guidelines:

- **DO NOT** use abrasives on any plastic parts.
- **DO** use the mildest cleaning procedure that will do the job effectively.
- **DO** follow the polish lines when using abrasive cleaners.
- **DO** rinse with water thoroughly after each cleaning operation.
- **DO NOT FLOOD THE FAREBOX WITH WATER.** Do not use a hose, pour water over the top of the farebox, or allow direct pressure against the farebox.
- **DO** wipe the surfaces dry to avoid water marks.
- **DO NOT** use steel scrapers or steel wool pads in removing heavy dirt deposits. This leaves small steel particles in the brushed surface and causes rust spots. If necessary, use plastic pads, such as 3M® Scotchbrite™.

17.2.2 CLEANING FAREBOX PEDESTAL FLOOR

Every three to five years the pedestal should be removed from the base and cleaned to remove any corrosion that could inhibit electrical grounding. Follow these steps:

- 1) Open *cashbox door* with a data probe and remove *cashbox*.

WARNING: The cashbox is heavy and must be firmly supported during the removal process.

WARNING: Always turn off the power before working inside the farebox.

- 2) With a 9/16" socket, remove four (4) 3/8-16 x 3/4" bolts from inside the pedestal attaching the base to the farebox pedestal. Remove the pedestal from the base.
- 3) Use a plastic pad such as 3M® Scotchbrite™ to clean the bottom underside of the pedestal. Use a wire brush to clean the top edge of the base casting.
- 4) Reverse the above steps to replace the pedestal on the base.

17.2.3 TRANSPARENT PLASTIC INSPECTION WINDOWS

The windows are made of polycarbonate plastic, which may be cleaned using a mild detergent, warm water, and a clean sponge or cloth. Always rinse well with warm water after cleaning.

Grease or oil spots may be removed by rubbing lightly with a soft clean cloth and naphtha, isopropyl alcohol, or butyl cellosolve. Rinse with warm water – do not flood with water. Dry with a chamois cloth or moist cellulose sponge to prevent scratching and water spotting.

To remove or minimize hairline scratches and minor abrasions, use a mild automotive polish. Test the polish prior to extensive use. Two products that GFI has found useful in filling scratches are Johnson's Paste Wax (S.C. Johnson & Son, Racine, WI) and Mirror Glaze Plastic Polish M.G.H.10 (Mirror Bright Polish Company, Pasadena, CA).

In cleaning plastic surfaces, follow these steps:

- **DO** use the mildest detergent solution that will do the job effectively.
- **DO** rinse with water thoroughly after each cleaning.
- **DO NOT FLOOD WITH WATER**, do not use a hose or pour water over the farebox top.
- **DO** wipe the surfaces dry to avoid water marks.
- **DO NOT** use abrasive cleaners, highly alkaline cleaners, or powdered cleaners of any kind.
- **DO NOT** scrape the windows with blades or sharp objects.
- **DO NOT** use benzene, gasoline, acetone, or carbon tetrachloride, or products containing these.
- **DO NOT** clean windows in the hot sun or at elevated temperatures.

17.2.4 PAINTED SURFACES

Additional care is required to maintain the appearance of the painted components on the farebox's top lid. The epoxy-based paint used on the top lid is very durable and should provide many years of satisfactory service. Normal accumulations of dirt, grease, or film may be removed with a solution of mild detergent and water. Observe the following guidelines:

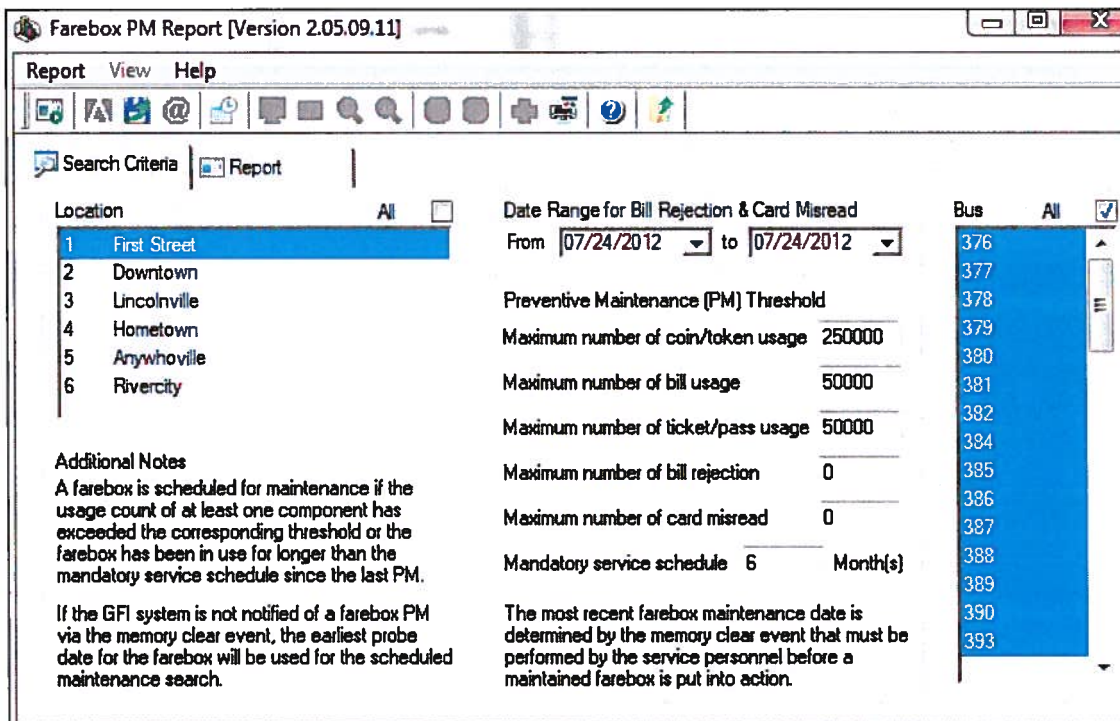
- **NEVER USE ABRASIVES** on painted surfaces; they remove the surface luster of the finish.
- Stubborn stains and spots may be removed by applying a high quality automotive polish. Apply according to the manufacturer's recommendations.
- In the event of a severe scratch, sand and prime the affected area, then apply matching enamel to cover the area.
- **DO** use the mildest detergent solution that will do the job effectively.
- **DO** rinse with water thoroughly after each cleaning.
- **DO NOT FLOOD WITH WATER**, do not use a hose or pour water over the farebox top.
- **DO** wipe the surfaces dry to avoid water marks.
- **DO NOT** use petroleum or alcohol-based solvents; this removes the finish and leaves dull spots.

1.13 Step 13 – Run Farebox PM Report

The Farebox PM Report shows which fareboxes are due for preventive maintenance, based on designated cycle thresholds. Supervisors use this for scheduling PM.

REFERENCE: Sect. 8.1.10 – Farebox PM Report.

ACCESS: Main menu > Supervisor > Farebox PM Report



1. Choose:

Locations.

Date Range.

PM Thresholds - (maximum number of fare processing component usage cycles or bill/ card rejections occur - before PM service is required).

Buses.

2. Select **Report** tab.

FAREBOX PM REPORT
AS OF WEDNESDAY NOVEMBER 07, 2012
GENFARE TRANSIT

A farebox is scheduled for maintenance if any of the following conditions has occurred since the last PM:



- Coin and token usage count exceeds 250,000
- Bill usage count exceeds 50,000
- Ticket and pass usage count exceeds 50,000
- The farebox has been in use for longer than 6 months

or any of the following conditions has occurred on July 24, 2012:

- Bill rejection count exceeds 0
- Card misread count exceeds 0

If the GFI system is not notified of a farebox PM via the memory clear event, the earliest probe date for the farebox will be used for the scheduled maintenance search.

Bus	Farebox ID	Most Recent PM	Earliest Probing	Usage Count				
				Coin & Token	Bill	Ticket & Pass	Bill Rejection	Card Misread
1 - First Street								
0	0		June 04, 2012	263	468	11	1	0
393	34124		June 26, 2012	147	323	10	1	0
394	34137		June 17, 2012	175	370	13	8	0
427	34139		July 11, 2012	103	245	46	2	0
435	34157		June 01, 2012	425	903	44	3	0
442	34168	January 01, 1970		61	82	3	5	0
536	34099	January 01, 2000		12	14	0	0	0
541	34147		June 03, 2012	136	513	26	10	0
547	34183		June 02, 2012	61	529	62	1	9

3. Print report -  or .

8.1.10 FAREBOX PM REPORT

<p>Location All <input type="checkbox"/></p> <p>1 Main Street Garage</p> <p>2 1st Street Garage</p> <hr/> <p>Additional Notes A farebox is scheduled for maintenance if the usage count of at least one component has exceeded the corresponding threshold or the farebox has been in use for longer than the mandatory service schedule since the last PM. If the GFI system is not notified of a farebox PM via the memory clear event, the earliest probe date for the farebox will be used for the scheduled maintenance search.</p>	<p>Date Range for Bill Rejection & Card Misread From <input type="text" value="07/24/2012"/> to <input type="text" value="07/24/2012"/></p> <p>Preventive Maintenance (PM) Threshold</p> <p>Maximum number of coin/token usage <input type="text" value="250000"/></p> <p>Maximum number of bill usage <input type="text" value="50000"/></p> <p>Maximum number of ticket/pass usage <input type="text" value="50000"/></p> <p>Maximum number of bill rejection <input type="text" value="0"/></p> <p>Maximum number of card misread <input type="text" value="0"/></p> <p>Mandatory service schedule <input type="text" value="6"/> Month(s)</p> <p>The most recent farebox maintenance date is determined by the memory clear event that must be performed by the service personnel before a maintained farebox is put into action.</p>	<p>Bus All <input checked="" type="checkbox"/></p> <p>376</p> <p>377</p> <p>378</p> <p>379</p> <p>380</p> <p>381</p> <p>382</p> <p>384</p> <p>385</p> <p>385</p> <p>387</p> <p>388</p> <p>389</p> <p>390</p> <p>393</p>
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PURPOSE: The *Farebox PM Report* can be used by supervisors to identify fareboxes that are due for preventive maintenance.

ACCESS: Supervisor > Farebox PM Report

OPTIONS: Select the garage location; date range; bus(es) and PM threshold (in minutes).

**FAREBOX PM REPORT
AS OF THURSDAY JUNE 22, 2006
TRANSIT AUTHORITY**

A farebox is scheduled for maintenance if any of the following conditions has occurred since the last PM:

- Coin and token usage count exceeds 250,000
- Bill usage count exceeds 50,000
- Ticket and pass usage count exceeds 50,000
- The farebox has been in use for longer than 24 months

or any of the following conditions has occurred on August 28, 2005:

- Bill rejection count exceeds 0
- Card misread count exceeds 0

If the GFI system is not notified of a farebox PM via the memory clear event, the earliest probe date for the farebox will be used for the scheduled maintenance search.

Bus	Farebox ID	Most Recent PM	Earliest Probing	Usage Count				
				Coin & Token	Bill	Ticket & Pass	Bill Rejection	Card Misread
1 - Location 1								
2005	9962		July 01, 2005	7,494	1,519	8,065	12	0
2013	9939		July 01, 2005	6,107	1,271	7,342	24	0
2015	10034		July 01, 2005	4,374	921	5,557	5	0
2016	9879		July 01, 2005	5,980	1,125	7,061	3	0
2019	10095		July 01, 2005	6,027	1,218	7,450	16	0
2024	10113	July 19, 2005		5,892	1,141	6,854	4	0
2027	9946	July 11, 2005		5,313	1,192	6,394	13	0
2028	10062		July 01, 2005	6,465	1,418	7,444	4	0
6003	9901		July 01, 2005	3,841	732	4,492	9	0
6005	10182		July 01, 2005	4,702	820	5,594	6	0
6006	10523	July 15, 2005		10,839	2,256	13,766	1	0
6007	10519		July 18, 2005	2,482	530	3,063	4	0

8.1.8 CASHBOX PM ON VAULTING REPORT

PURPOSE: The *Cashbox PM on Vaulting Report* can be used by supervisors to identify which cashboxes need preventive maintenance (PM) based on how long it's been in service. It lists the last time PM was performed on each cashbox, last probe times, and vault counts.

ACCESS: Supervisor > Cashbox PM on Vaulting Report

OPTIONS: Select the garage Location and PM thresholds.

Location		All <input type="checkbox"/>	Additional Notes
1	Main Street Garage		<p>A cashbox is scheduled for maintenance if it has been vaulted more than the specified threshold or in use for longer than the mandatory service schedule since the last PM.</p> <p>If the GFI system is not notified of a cashbox PM via the maintenance event (code 1001), the earliest probe date for the cashbox will be used to determine how long the cashbox is in service.</p>
2	1st Street Garage		
Preventive Maintenance (PM) Thresholds			
Maximum number of vaultings allowed		1000	
Mandatory service schedule		24	Month(s)
<p>The most recent cashbox maintenance date is determined by the cashbox PM event (code 1001) that must be recorded by the service personnel immediately after a maintained cashbox is inserted into an active farebox.</p>			

CASHBOX PM ON VAULTING REPORT
AS OF WEDNESDAY JUNE 28, 2006
TRANSIT AUTHORITY 1

A cashbox is scheduled for maintenance if it has been vaulted more than 1,000 times or in use for longer than 24 months since the last PM.

If the GFI system is not notified of a cashbox PM via the maintenance event (Code 1001), the earliest probe date for the cashbox will be used for the scheduled maintenance search.

Cashbox ID	Bus	Most Recent PM	Earliest Probing	Vault Count	Cashbox ID	Bus	Most Recent PM	Earliest Probing	Vault Count
78	8909		June 08, 2004	74	188	7044		June 10, 2004	41
135	7051		June 08, 2004	72	294	9305		March 04, 2004	37
106	7438		June 09, 2004	72	314	13		June 08, 2004	32
33	8930		June 08, 2004	68	279	9305		June 22, 2004	30
88	8837		June 09, 2004	67	264	9306		June 08, 2004	29
169	8918		June 09, 2004	66	311	2		June 09, 2004	28
330	7427		March 03, 2004	65	85	8844		June 16, 2004	22
158	8920		June 09, 2004	64	355	3		March 04, 2004	20
178	7403		June 08, 2004	63	316	20		June 09, 2004	20
157	9126		June 08, 2004	63	218	7425		March 03, 2004	15
60	7050		June 08, 2004	63	349	7038		March 04, 2004	15
22	7424		June 08, 2004	63	211	7043		March 03, 2004	13
205	7048		June 09, 2004	63	234	7025		March 03, 2004	12
162	7017		June 09, 2004	63	236	8943		March 03, 2004	12
54	7043		June 10, 2004	63	284	2017		March 04, 2004	12
283	9114		March 03, 2004	62	350	9128		March 03, 2004	11
136	8948		June 09, 2004	62	263	7031		March 03, 2004	11
21	7039		June 08, 2004	61	132	7052		March 03, 2004	11
180	7040		June 11, 2004	61	201	8907		March 03, 2004	11
297	7437		June 12, 2004	61	345	9102		March 03, 2004	11
324	2004		March 03, 2004	60	319	7030		March 03, 2004	11
28	7007		June 08, 2004	60	221	9104		March 03, 2004	10
83	9116		June 09, 2004	60	332	9112		March 03, 2004	10
149	7410		June 09, 2004	60	235	8908		March 03, 2004	10
117	7005		June 10, 2004	60	389	1816		March 04, 2004	10
150	2013		June 11, 2004	60	376	1810		March 03, 2004	9
333	8845		June 08, 2004	59	280	2019		March 03, 2004	9
255	7434		June 09, 2004	59	20	19		June 18, 2004	9
70	7444		June 09, 2004	58	378	1824		March 03, 2004	8
200	7019		June 08, 2004	57	258	2012		March 03, 2004	8
125	7011		June 09, 2004	54	363	1815		March 03, 2004	8
195	9101		June 08, 2004	52	385	1812		March 03, 2004	8
154	2005		June 09, 2004	52	365	1829		March 04, 2004	8
207	7426		June 17, 2004	52	340	7434		March 04, 2004	8
57	7043		June 11, 2004	50	310	7045		March 03, 2004	7
325	9303		June 08, 2004	49	367	1826		March 03, 2004	7
126	7002		June 23, 2004	49	248	8906		March 03, 2004	6
304	9301		June 10, 2004	44	183	7440		June 08, 2004	6
					356	3406		June 18, 2004	5

7. PREVENTIVE MAINTENANCE

The table that follows contains the recommended intervals for cleaning and maintenance of the receiver subassemblies.

NOTE: Use of the wrong grease or oil to lubricate the locks could cause damage to the lock mechanisms. Recommended grease and oil are listed below the chart.

ASSEMBLY	TASK	MATERIALS REQUIRED	INTERVAL IN MONTHS
Door Lock Mechanisms	Lubricate	Grease	6
Receiver Door Interlock	Check operation and adjust if necessary. Lubricate after adjustment.	Section 6 of this manual. Grease.	6
Clutch Mechanism	Lubricate in bearing area.	Oil	6
Brake Mechanism	Lubricate.	Oil	6
Timer Mechanism	Adjust, clean, and lubricate air cylinder.	Section 6 of this manual. Oil.	6
Miter Gears & Take-up Gear and Rack	Lubricate.	Grease.	6
Cashbox Key Mechanism	Lubricate sliding surface.	Oil.	6

Materials and Sources of Supply:

1. Grease, high/low temperature silicone: Silicon Molykote #33, GFI Part Number A01417-0001.
2. Spindle Oil: Sunex #138, GFI Part Number A00933-0001
SOURCE: Sunnyside Corp., Wheeling, IL.
3. LPS 1 Cleaner/Lubricant GFI Part Number A00483-0001.

6.1.6 MAINTENANCE REPORT

PURPOSE: This report lists buses with fareboxes that have suspected malfunctions and those requiring preventative maintenance. Print a Maintenance Summary whenever the Daily Summary indicates that bus maintenance is required. This provides more detail on the reason(s) why a particular bus was listed as requiring maintenance and what should be done to correct the problem. A date range is requested. Problems are sorted by bus number and repeat offenders are easy to find.

The Maintenance report contains the following items:

- Select a Location on the report screen.
- Set the Threshold to trigger the reporting of each condition.
- Reset the thresholds for report use. Select RESTORE DEFAULT to reset the thresholds to standard recommended GFI settings.

ACCESS: Report >Maintenance Report

OPTIONS: Condition thresholds (numbers) may be changed (or restored to defaults) to trigger what appears on the report.

Location <input type="checkbox"/> All <input type="checkbox"/>		Date Range From <input type="text" value="07/24/2012"/> to <input type="text" value="07/24/2012"/>	
1 Main Street Garage 2 1st Street Garage		Preventive Maintenance Threshold	
<input checked="" type="checkbox"/>	Cold start	<input type="text" value="15"/>	<input checked="" type="checkbox"/> Memory clear
<input checked="" type="checkbox"/>	Warm start	<input type="text" value="50"/>	<input checked="" type="checkbox"/> Invalid farebox software version
<input checked="" type="checkbox"/>	Cashbox removal	<input type="text" value="2"/>	<input checked="" type="checkbox"/> Hardware clock failure
<input checked="" type="checkbox"/>	Pedestal door opening	<input type="text" value="2"/>	<input checked="" type="checkbox"/> Coin mechanism error
<input checked="" type="checkbox"/>	Current coin count	<input type="text" value="250000"/>	<input checked="" type="checkbox"/> Bill mechanism error
<input checked="" type="checkbox"/>	Current coin misreads (%)	<input type="text" value="1"/>	<input checked="" type="checkbox"/> Door alarm (Door opened unauthorized)
<input checked="" type="checkbox"/>	Cumulative coin count	<input type="text" value="250000"/>	<input checked="" type="checkbox"/> Cashbox alarm
<input checked="" type="checkbox"/>	Cumulative coin misreads (%)	<input type="text" value="100"/>	<input checked="" type="checkbox"/> Bypass alarm
<input checked="" type="checkbox"/>	Current pass count	<input type="text" value="50000"/>	<input checked="" type="checkbox"/> Event overflow
<input checked="" type="checkbox"/>	Current pass misreads (%)	<input type="text" value="5"/>	<input checked="" type="checkbox"/> Time discrepancy
<input checked="" type="checkbox"/>	Cumulative pass count	<input type="text" value="50000"/>	<input checked="" type="checkbox"/> Bus number or farebox ID not set
<input checked="" type="checkbox"/>	Cumulative pass misreads (%)	<input type="text" value="100"/>	
<input checked="" type="checkbox"/>	Cumulative bill count	<input type="text" value="50000"/>	
<input checked="" type="checkbox"/>	Current bill count	<input type="text" value="500"/>	<input checked="" type="checkbox"/> All
<input checked="" type="checkbox"/>	Current ticket count	<input type="text" value="20"/>	<input type="button" value="Restore Default"/>

DESCRIPTION: The Maintenance Report tracks the following indicators described in the chart below.

INDICATOR	EXPLANATION
Farebox was Memory Cleared	A farebox was memory-cleared may indicate a security breach that may have been intentionally hidden or data may have been erased. Match it against maintenance records.
More than 15 Cold Starts Since Last Probed	The farebox has experienced more than 15 complete losses of power. Bus and farebox power should be examined for repeat offenders. The farebox ground strap should be examined.
Invalid Farebox Software Version Number	A farebox has an incorrect software version compared to what is expected by the Data System. Until the farebox is upgraded with the latest software, this message will appear each time the bus is probed.
More Than 50 Warm Starts Since Last Probed	The farebox has experienced more than 50 brownouts. This may indicate that bus power is marginal, maintenance on the bus battery may be necessary. Note Marginal Power may interfere with farebox counting accuracy and data accuracy.
Cashbox Removals	Excessive cashbox removals may indicate an intermittent cashbox ID component.
Hardware Clock Failures	The farebox tests its battery-powered clock periodically to verify that it is tracking time properly. If it is not, an error indication is generated.
Pedestal Door Openings	Openings of the pedestal door are highlighted and could indicate a switch that requires adjustment.
Any Coin Mech Failures	Excessive Coin Mechanism failures indicate a need for maintenance.
P/M Due on Coin Mechanism	More than 250,000 coins have been processed by the coin mechanism. Preventative maintenance should be performed. The farebox must be memory cleared to eliminate the warning.
Excessive Coin Misreads	A small percentage of overlapping coin situations is normal for the coin mechanism. This accounts for its accuracy of 99.8% for a sample of \$500. If the number of overlapping coins (D/D, D/P, etc.) exceeds 1% of total coins, the coin mechanism requires maintenance. This calculation is based on cumulative counts.
P/M Due on Pass Reader	More than 50,000 passes have been processed by the magnetic card reader. Preventative maintenance should be performed. The farebox must be memory-cleared to eliminate the warning.
Excessive Pass Misreads	If the number of pass misreads exceeds 5% of total passes read, the pass reader requires maintenance. This calculation is based on cumulative counts.
P/M Due on Bill Transport	More than 50,000 bills have been processed by the bill mechanism. Preventative maintenance should be performed. The farebox must be memory-cleared to eliminate the warning.
Any Bill Transport Failures	Excessive Bill Transport failures indicate a need for maintenance.
Any Door Alarms	Door open unauthorized can mean security breaches.

MAINTENANCE REPORT

TUESDAY JULY 24, 2012

GENFARE TRANSIT

Bus	Event Time	Maintenance Condition
1 - 123 Street Elk Grove,IL 60007		
4	07/24/2012 19:11:00	Excessive pass misreads (current) (1/14=7.1%).
12	07/24/2012 10:46:00	Preventive maintenance due on coin mechanism (cumulative) (Cumulative coin count: 268,926).
15	07/24/2012 17:00:00	Preventive maintenance due on coin mechanism (cumulative) (Cumulative coin count: 347,870).
18	07/24/2012 19:23:00	Excessive coin misreads (current) (28/237=11.8%).
19	07/24/2012 10:25:00	Excessive coin misreads (current) (2/44=4.5%).
20	07/23/2012 18:55:00	Hardware clock failure (Farebox Number: 2995).
20	07/24/2012 19:00:00	Preventive maintenance due on pass reader (cumulative) (Cumulative pass count: 60,554).
20	07/24/2012 19:00:00	Excessive coin misreads (current) (1/66=1.5%).
21	07/24/2012 10:05:00	Preventive maintenance due on pass reader (cumulative) (Cumulative pass count: 59,125).
27	07/24/2012 18:00:00	Excessive coin misreads (current) (4/318=1.3%).
27	07/24/2012 18:00:00	Excessive pass misreads (current) (2/32=6.3%).
404	07/24/2012 18:01:00	Preventive maintenance due on coin mechanism (cumulative) (Cumulative coin count: 358,197).
407	07/24/2012 18:00:00	Excessive coin misreads (current) (1/39=2.6%).
409	07/24/2012 22:00:00	Preventive maintenance due on pass reader (cumulative) (Cumulative pass count: 52,349).
409	07/24/2012 22:00:00	Preventive maintenance due on bill transport (Cumulative bill count: 53,701).
409	07/24/2012 22:00:00	Excessive coin misreads (current) (10/639=1.6%).
410	07/24/2012 12:07:00	Bypass alarm (Farebox Number: 2909).
410	07/24/2012 23:00:00	Preventive maintenance due on pass reader (cumulative) (Cumulative pass count: 56,660).
410	07/24/2012 23:00:00	Excessive coin misreads (current) (22/757=2.9%).
413	07/24/2012 17:00:00	Preventive maintenance due on pass reader (cumulative) (Cumulative pass count: 53,949).
413	07/24/2012 17:00:00	Excessive coin misreads (current) (2/163=1.2%).
414	07/24/2012 18:00:00	Excessive pass misreads (current) (15/256=5.9%).

MAINTENANCE REPORT

TUESDAY JULY 24, 2012

GENFARE TRANSIT

Bus	Event Time	Maintenance Condition
1 - 123 Street Elk Grove,IL 60007		
915	07/24/2012 18:00:00	Excessive coin misreads (current) (5/462=1.1%).

Search Criteria:

Location: 1

Threshold: Memory clear>0; Invalid farebox software version>0; Cold start>15; Warm start>50; Cashbox removal>2; Hardware clock failure>0; Pedestal door opening>2; Coin mechanism error>0; Cumulative coin count>250000; Cumulative coin misreads (%)>100%; Cumulative pass count>50000; Cumulative pass misreads (%)>100%; Bill mechanism error>0; Cumulative bill count>50000; Door alarm (Door opened unauthorized)>0; Current bill count>500; Current ticket count>20; Cashbox alarm>0; Bypass alarm>0; Event overflow>0; Time discrepancy>0; Current coin count>250000; Current coin misreads (%)>1%; Current pass count>50000; Current pass misreads (%)>5%; Bus number or farebox ID not set

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN MESA COUNTY
AND**

RECITALS

WHEREAS, Mesa County, Colorado (hereinafter referred to as "County") desires to enter into a Contract for elderly and disabled, welfare-to-work, and public transit services with the private and/or non-profit sector; and,

WHEREAS, _____ (hereinafter referred to as "Contractor"), a _____ corporation, desires to perform community transit services in accordance with the terms and conditions set forth herein; and,

WHEREAS, the County has certain vehicles it is willing to lend and/or lease, according to the terms of this Contract, to assist in the provision of community transit; and,

WHEREAS, this program shall be guided by the Mesa County Regional Transportation Planning Office (RTPO) 2040 Regional Transportation Plan and any subsequent updates and/or amendments, which are incorporated herein by this reference. This program shall also be guided by the policy direction of the Grand Valley Regional Transportation Committee (GVRTC).

NOW, THEREFORE, the County and the Contractor, in consideration of the premises, premises, covenants, and conditions herein, hereby agree to the following:

1.0 TERM OF CONTRACT

1.1 Base Term

The effective date of this Contract shall be January 1, 2017, 12:01 A.M., prevailing local time through December 31, 2019, 12:00 midnight, prevailing local time, (and as extended by Section 20.1 of this Agreement).

1.2 Option Terms

Contractor hereby grants the below option, exercisable in writing at County's sole election, anytime on or before the date specified herein and as follows:

- A. Description - County may extend the service provided by Contractor under this Contract for up to seven (7) option periods of one year duration.
- B. Price – The monthly invoice shall be arrived at upon the basis of negotiations and mutual agreement, but shall be limited so that the maximum increase in the Contract budget for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall be no more than what is reflected in the Contractors bid for that option year.

C. Extension of Contract by Exercising Option Terms: The County may extend the term of the Contract for an Option Term on an annual basis by written notice to the Contractor of the County's intent to exercise its option to extend the Contract (the "Option Notice") within 60 calendar days prior to expiration of the Base Term or then current Option Term. It is mutually understood and agreed that all work performed and services provided during any Option Term shall be in strict compliance with all of the requirements of this Contract as such may be amended from time to time by mutual agreement. It is mutually understood and agreed that the County is under no obligation whatsoever to exercise the extension of this Contract for any Option Term, and that no representations have been made by the County committing it to such exercise of any Option Term, and that the County may procure transit services from the source of the County's choosing for any period after the expiration this Contract.

2.0 FUNDING

2.1 Activities under this Contract are primarily funded by monies from the Federal Transit Administration (FTA) up to annually allocated levels, and may be supplemented by either grants or monies from other sources. The Parties acknowledge that the total cost of providing the services specified in this Contract is approximately \$_____ for the three year Base Term.

This Contract is subject to and contingent upon availability of funds, the budgeting and appropriation of funds by the County, the City of Fruita, the Town of Palisade, and the City of Grand Junction, (as outlined in GVRTC Resolution 2014-004, **Contract Exhibit A** attached hereto and made a part hereof) the availability of funds from the U.S. Department of Transportation's Federal Transit Administration and/or receipt of financing and revenues to the County on an annual basis, or as otherwise set forth in this Contract. If there comes a time when the Federal or Local funds are not available or appropriated for the purposes of this Contract, the County, in its sole discretion, may renegotiate the Contract upon mutual agreeable terms with the Contractor, or the County may supplement for the unavailable or unappropriated funding, or the County may terminate this Contract.

2.2 Contractor shall provide to the Contract Administrator a full accounting of FY 2017 local match commitments from Grand Junction, Fruita, Palisade, and any other funding source in addition to 2.1 above for the purpose of executing this Contract no later than January 31, 2018 and by January 31st for each subsequent year of the Contract or more often, if requested.

3.0 CONTRACT PRICE AND ADMINISTRATION

3.1 The parties agree that the total County funding from County budgets under this Contract shall not exceed the sum of \$_____ for operating and capital funds, plus any additional eligible Federal funds allocated in the Fiscal Year 2017-2019 FTA Grants, which sums shall be payable as provided in Section 8.0

below.

- 3.2 County has appointed the RTPO Director or designee as Contract Administrator to coordinate terms of this Contract with Contractor. All communications regarding this program will be directed to the Contract Administrator.
- 3.3 County is the "designated recipient" of federal formula funds from the FTA, and Contractor's responsibility for this Contract is to County. Contractor shall coordinate any required communication with the FTA through the Contract Administrator. County shall furnish Contractor with any time-sensitive, and/or FTA grants related, materials as soon as practically possible.
- 3.4 By the act of accepting federal funding, in any amount, Contractor is bound by, and agrees to comply with, all regulations, requirements, terms, and conditions as set forth in the U.S. Department of Transportation, Federal Transit Administration Master Agreement, (dated October 1, 2015), and any revisions thereto, insofar as these regulations, requirements, terms and conditions apply to a "Third Party Contractor" as defined in the Federal Transit Administration Master Agreement dated October 1, 2015. A copy of this document is attached as **Contract Exhibit B** attached hereto and made a part hereof. Contractor further agrees to bind all Third Party Sub-Contractors to these same conditions. Contractor further agrees to be subject to and bind any Third Party Sub-Contractors to requirements of any future grants used in this program, where County is the recipient or designee.

This Contract is subject to the terms and conditions of FTA grant number _____ and all subsequent grants for the length of the contract, which is incorporated herein by this reference.

- 3.5 The program covered by this Contract shall be operated according to the directives contained in the FTA Program Guidance Circulars. County shall deliver pertinent procedural manuals, books, documents and/or new publications regarding the FTA grant to Contractor for its use during the term of this Contract, as is requested. In addition, such information may be available on the internet.

4.0 SERVICE PROGRAM

- 4.1 County shall purchase services for FY 2017 from the Contractor at a level outlined in the Request for Proposal (RFP) _____, which is attached hereto and incorporated herein by this reference as **Contract Exhibit C** ("RFP"). In addition, the levels of service may be set out in the 2040 Transit Element of the Regional Transportation Plan, and any amendments, or updates, thereto, hereafter 2040 Plan, and as may be amended.
- 4.2 Upon prior approval of the Contract Administrator, Contractor may structure service delivery to conform to the RFP and the 2040 Plan in the manner most appropriate to provide dependable, cost effective, passenger efficient service. Individual services

may be combined or re-arranged to facilitate better utilization of vehicle resources and to respond to changing user needs. Any proposed reduction in service by Contractor must be submitted to the County and the Grand Valley Regional Transportation Committee (GVRTC) for review sixty (60) days in advance of implementation.

- 4.3 The primary service area for this program is the Grand Junction Urbanized Area, as defined by the Grand Junction/Mesa County Metropolitan Planning Organization (MPO). However, trips to and from the Grand Junction Urbanized Area to other municipalities and unincorporated areas of Mesa County may also be provided within the scope of this Contract following review by GVRTC and if both County and Contractor agree. Other municipalities and unincorporated areas may include, but are not limited to, the City of Fruita, Town of Palisade, Town of DeBeque and Town of Collbran.
- 4.4 Contractor shall exercise reasonable care in the operation of equipment and passenger assistance. Accepted transit methodologies shall be employed, along with sound business and management techniques and safety practices.
- 4.5 Contractor will be required to perform, in coordination with the FY 2016-2017 Unified Planning Work Program (UPWP), all transit related short-range planning activities including, but not limited to, route timing and placement, bus stop placement, and all other activities commonly associated with transit operations. A copy of the UPWP shall be provided by County to Contractor, upon request.

5.0 FARES, DONATIONS

- 5.1 Fares for transit services provided under this Contract shall be determined by the GVRTC. All fares, contributions, and donations for transit services shall be set, modified and managed according to the FTA requirements.
- 5.2 Cash collections from program participants are the property of Contractor, but must be utilized first to off-set operational costs. Such monies collected may not be used for capital expenditures as prohibited by FTA regulations.

6.0 INSURANCE

- 6.1 The Contractor and its subcontractors must provide to the County within seven (7) business days after receiving notice of Contract award, a certificate of insurance acceptable to the County in the amounts and form specified below. These Certificates shall be endorsed to specify the following:

"Mesa County, Colorado, its officers, officials, employees and volunteers are covered as Insured's as respects liability on behalf of the Contractor arising out of this Contract."

The coverage shall contain no special limitations on the scope of protection afforded

to Mesa County, its officers, officials, employees, agents or volunteers.

Failure of the Contractor or any of its subcontractors to maintain the required insurance during the Base Term of the Contract, and any Option Terms, may result in immediate termination of this Contract without notice. Insurance requirements are subject to periodic review and adjustment by the County.

The Contractor and its subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under the Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract, or otherwise limit the liability of the Contractor. The County in no way warrants that the minimum limits contained in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance as may be determined necessary.

The Contractor may satisfy these requirements with a combination of insurance or self- insurance. If the Contractor elects to self-insure any part or all of these requirements, it must disclose to the County the level of self-insurance elected prior to entering into the Contract. The County may require the Contractor to produce evidence of financial stability and ability for any level of self-insurance.

Contractor shall maintain in force during the duration of this Contract, and shall provide certificates of insurance as attachments to this Contract, indicating not less than the following levels of insurance:

a) Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$ 5,000,000
- Products – Completed Operations Aggregate \$ 5,000,000
- Personal and Advertising Injury \$ 5,000,000
- Fire Damage (Damage to Rented Premises) \$ 5,000,000
- Each Occurrence \$ 5,000,000

The policy must be endorsed to include the following additional insured language:
"Mesa County, Colorado is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor and with respect to Contractor's occupancy and use of the County's premises."

b) Automobile Liability

Bodily Injury and Property Damage Liability for any owned, hired, and non-owned vehicles used in the performance of the contract.

- Combined Single Limit (CSL) \$ 5,000,000
- UM/UIM Per Person Limit \$ 1,000,000
- UM/UIM Per Accident Limit \$ 1,000,000

The policy must be endorsed to include the following additional insured language: **"Mesa County, Colorado is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR"**.

c) Worker's Compensation and Employers' Liability

Workers' Compensation-Limits as required by the laws of the state of Colorado.

- Employers' Liability \$ 5,000,000

Policy must contain a **waiver of subrogation** against Mesa County.

d) Property Insurance – Contractor’s Property and Equipment

The Contractor must maintain all risk property insurance for the Contractor’s personal property. The County will have no responsibility for any damage to the Contractor’s personal property and the Contractor’s property insurance must be endorsed to include a waiver of subrogation against the County.

e) Fidelity Bond or Crime Insurance

- Bond or Policy Limit \$ 25,000

- a. The bond or policy must be issued with limits based on the amount of cash being handled by the Contractor.
- b. The bond or policy must include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy must include coverage for third party fidelity, i.e. property of third parties that is held by the Insured in any capacity, or property for which the Insured is legally liable.
- d. The bond or policy must include but not be limited to coverage for theft of property located on the Insured’s premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.
- e. The bond or policy must not contain a condition requiring an arrest and conviction.

6.2 Contractor's insurance under this Contract shall be primary insurance, as respects the County and all the parties mentioned above.

- 6.3 All such insurance shall insure Contractor and all its subcontractors, and sub-subcontractors, as their interests may appear. But any vehicle damage loss, if any, shall be payable to the County, as trustee, except as may be necessary to permit payment of all or a portion of such insurance to a mortgagee as his interest may appear. The County shall hold the funds related to the vehicle damage until such time as the repairs have been completed, at which time the funds will either go to the Contractor, if the repairs have already been paid by the Contractor, or to the person who has conducted the repairs.
- 6.4 Insurance is to be placed with insurers with a A.M. Best's rating of no less than A, Category VII unless approved by County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 6.5 Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses as approved by the County.
- 6.6 For each insurance policy required by the insurance provisions of this Contract, the policy shall require the insurer to provide the County with a notice of cancellation thirty (30) days prior to any cancellation or suspension of coverage for any reason. Such notice must be sent directly to: **Mesa County Regional Transportation Planning Office, Dept. 5093, PO Box 20,000, Grand Junction, CO 81502-5001**, and must be sent by certified mail or email to rtpo@mesacounty.us.
- 6.7 Contractor shall not commence work under this Contract until all insurance required under Paragraph 6.1 has been obtained by Contractor and approved by the County. Contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance has been obtained by any subcontractor and submitted to County for approval. Contractor shall maintain the necessary certificates and proofs-of-insurance documents on file for inspection by County.
- 6.8 County may request a full copy of the policies required in Section 6.1 of this Contract, at its discretion.

7.0 SAFETY REQUIREMENTS

- 7.1 Contractor is required to maintain a list of program drivers, including annual Motor Vehicle Reports (MVR) on each driver.
- 7.2 Any vehicular collision or injury to persons occurring while performing services within the scope of this Contract shall be reported to the Contract Administrator or

designee, as soon as practically possible. Accident forms shall be completed by Contractor and submitted to County within forty-eight (48) hours of the accident. Accident reports from the responsible law enforcement jurisdiction will be provided as soon as they are available.

- 7.3 Contractor shall develop and implement a safety policy for vehicle operation and safe driving techniques.
- 7.4 Contractor shall insure that all driving personal are provided professional training in the sense of driving and training on the handling of mobility devices and the elderly and persons with disabilities. See also Section 18, Drug and Alcohol Testing below.

8.0 BILLING AND PAYMENTS

- 8.1 Contractor shall bill the County monthly for reimbursement of actual service costs incurred. This fee may be withheld until the Contractor completes and delivers all documentation called for in this Contract. County will evaluate and pay all correct billings within thirty (30) days from date of receipt of up to the budgeted sum set out in 3.1 above.
- 8.2 Invoices for payment shall be marked to specify the service period covered, detailed according to the FTA Approved Program of Projects Budget and as agreed upon by Contract Administrator or designee and Contractor, and shall be accompanied by supporting documentation.
- 8.3 Invoices for payment shall be forwarded to:

Mesa County Regional Transportation Planning Office (RTPO)
Dept. 5093, PO Box 20,000
Grand Junction, CO 81502-5001
Or via email to: rtpo@mesacounty.us

- 8.4 Disputes shall be immediately addressed by Contractor and the Contract Administrator.

9.0 FINANCIAL AND REPORTING REQUIREMENTS

- 9.1 Contractor is responsible for collecting and maintaining the operational and financial data necessary to complete the FTA National Transit Database (NTD) Reports for FY 2017.
- 9.2 Contractor shall prepare the final data for the NTD Annual Report for FY 2017, and submit said data to County for review by February 1, 2017 and by February 1st for each subsequent year for the length of the Contract, and this requirement shall survive the termination of this Contract for the year during which termination may occur.

- 9.3 Contractor shall be responsible for any corrections and/or revisions to said FY 2017 NTD Annual Report that may be required by the FTA and/or NTD Contractor as well as each subsequent year for the length of the Contract, and this requirement shall survive the termination of this Contract for the year during which termination may occur.
- 9.4 Contractor will submit monthly to County a ridership summary of services covered in this Contract, provided by Contractor or its Subcontractors indicating number of passengers served, type of service, number of unlinked passenger trips, and number of one-way rides (on paratransit services) by service, average weekday passenger trip, average ridership per hour, average boarding per weekday, ridership for route totals, trip denials, untimely pick-ups, and missed trips for ADA complementary paratransit service. The reports will be prepared and submitted to County by the 10th calendar day and will cover the previous month.
- 9.5 Contractor will conduct, prepare and submit to County written progress detailing such items as operating cost per passenger, farebox recovery ratio, passenger trips per vehicle service mile, bi-annual on-time performance surveys, and an annual on-board customer satisfaction survey. The reports will be prepared and submitted to County by the 10th calendar day and will cover the previous month's data.
- 9.6 Upon request from the County, the Contractor shall prepare and submit a planning report to County, by September 1st of each contract year that includes: projected goals and objectives for the next operational year; financial information on operational budget and revenue sources; along with proposed use and distribution; and any suggestions, comments and recommendations regarding operational activities.
- 9.7 County, the U.S. Department of Transportation, the Inspector General of the U.S. Department of Transportation, or their designee(s), may perform audits during regular business hours, of the books, records, and accounts of Contractor. Contractor agrees to preserve, and to cause any Subcontractor to preserve and make available during the term of this Contract, and for a period of three years after completion of this Contract, any and all financial, operational, administrative, maintenance, capital and other records pertaining to or required by this Contract.

10.0 COMPLAINTS

- 10.1 Contractor is required to develop a process to respond to complaints against the program in accordance with the FTA.
- 10.2 Customer complaints will be received at the call center operated by the Contractor. Complaints originating on revenue service vehicles operated by the Contractor will be forwarded to the Contractor in writing for investigation and resolution by the Contractor.

- 10.3 Contractor will contact each customer by telephone, or follow up with written correspondence, as requested by the County or the customer.
- 10.4 If an investigation is required, Contractor will conduct an investigation and the caller will be contacted by telephone or written correspondence regarding the results of the investigation.
- 10.5 Contractor shall provide written responses to passenger complaints as required under Section 2.24 and 2.25 of RFP _____. A record of all responses will be kept on file and made available to the County, upon request.
- 10.6 Contractor shall notify the County immediately of any complaint alleging employee misconduct such as inappropriate conversation, touching, assault, (physical or verbal), etc. All complaints received directly by Contractor shall be recorded with documented action taken.
- 10.7 Contractor is required to receive and respond to customer contacts as reflect under Section 2.24 and 2.25 of RFP _____.

11.0 CONFIDENTIALITY OF CLIENT INFORMATION

- 11.1 All information regarding any individual person served by Contractor under the terms of this Contract is strictly confidential, and shall be handled according to Federal and State law, and the FTA regulations and guidelines.

12.0 CONTRACTOR'S PERSONNEL

- 12.1 Contractor is solely responsible for the provision of, and satisfactory work performance of, all employees required to carry out the terms of this Contract. Contractor shall designate an individual whose major duties include overall direction of the program according to the terms of this Contract, and who shall communicate and coordinate with County's Contract Administrator on matters concerning this Contract.

- 12.2 Contractor will provide all personnel necessary to perform the Scope of Services and all other goods and services needed to deliver the services described in the Scope of Services within the RFP.

12.3 CONTRACTED SERVICE PERSONNEL

- 12.3.1 The offices of all contractor personnel assigned to this Contract will be physically located at the County provided facility.
- 12.3.2 The principal function of the General Manager will be to oversee employees of Contractor and monitor operational activities associated with this Scope

of Service. The General Manager will be responsible to the County for the safe and reliable provision of all services referenced in this Scope of Service. The General Manager will supervise the daily activities of all operators, workers, and other personnel necessary to support system operations.

- 12.3.3 The General Manager will work cooperatively with the County in matters of assuring service quality, providing operational data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.
- 12.3.4 The County reserves the right to review the qualifications of the General Manager assigned to this Contract, and may request the removal of the General Manager from the contract at its discretion at any time prior to or during the duration of the Contract. The bidder must identify the proportion of the General Manager's paid full-time status that will be dedicated to this Contract, and that the County must be notified within 15 days if the contractor proposes to change this proportion.
- 12.3.5 The County must approve the General Manager as well as key staff. Key staff is identified as the person in charge of service operations. Contractor will replace any General Manager or key staff not approved by the County.
- 12.3.6 Should the General Manager be unavailable to perform his/her duties, the General Manager will appoint a staff member temporarily to serve in his/her place. Contractor will notify the County's Contract Administrator whenever such substitution will occur, prior to the event. If the General Manager will be unavailable for more than two weeks, Contractor will be required to provide a qualified General Manager as a substitute, subject to the County approval. Contractor may not use staff provided for this Contract outside of the County service area without prior approval of the County.
- 12.3.7 Contractor will assure the County that the General Manager assigned to this project will not be replaced without 90-day advance written notice to the County, unless the departing employee does not provide Contractor with such notice or the employee is removed for cause. Moreover, the County expects that any General Manager assigned will remain in his/her position for at least one year subject to County approval.
- 12.3.8 For all key staff, Contractor will fill vacated, permanent positions with County approved persons within fourteen (14) calendar days of its becoming open. It can be filled with an acting capacity person for a temporary basis up to sixty (60) calendar days. Failure to fill vacated permanent positions within 14 calendar days for acting capacity or permanent within 60 calendar days may result in a penalty of \$100.00 per day for each day the position is vacant or not filled by a permanent employee.

- 12.3.9 The General Manager and/or key staff must attend staff and performance meetings at the County's request.
- 12.3.10 Contractor shall provide continuous daily street supervision of contracted service including the monitoring of schedule adherence, on-street operation, and on-route compliance. This supervision will include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., fare collection, ADA compliance, and passenger relations). Such supervision will also include responses to investigation of accidents and customer complaints. Street supervision must be present at all times when services are scheduled to operate. The County also reserves the right to provide similar investigations and adherence checks of its own without notice to ensure Contractor's compliance with terms of the Contract.
- 12.3.11 Contractor shall implement a plan for periodic inspections of bus operator performance by outside persons otherwise not known to the workforce. Contractor shall prepare a written plan for this activity for the County's approval as part of the proposal process.
- 12.3.12 Contractor will provide adequate personnel to enable effective driver/vehicle assignments and prompt responses to all areas of operations that could impact Contractor service. The Contractor is responsible for providing window dispatching services.
- 12.3.13 Contractor will provide training for all personnel working on this Contract. It is the sole responsibility of Contractor to ensure that individuals are fully knowledgeable of their duties and responsibilities and that appropriate personnel can operate a bus in a safe manner. See RFP _____ Section 2.20, 2.21 and 2.23 for further information regarding operator training. Proposing Contractors are required to submit a detailed account of their proposed training program for drivers, dispatchers, driver trainers and road supervisors including proposed job descriptions for each of these positions.
- 12.3.14 Contractor will, at a minimum, conduct biannual reviews of driving records and background checks to ensure that the preceding qualifications are still met by all employees. Employees failing to meet these qualifications may not be used to perform services under this Contract.

13.0 VEHICLES, EQUIPMENT, FURNISHINGS AND SUPPLIES

- 13.1 County agrees to lease to Contractor during the term of this Contract, the vehicles described in **RFP Exhibit B**. Contractor is solely responsible for the care maintenance, and proper use of these items by its employees, agents and/or its Subcontractors. It is believed the equipment has been maintained in accordance

with federal regulations and normal good practices set forth in the Grand Valley Transit Maintenance Policies and Procedures, attached hereto and incorporated herein as **RFP Exhibit F**.

- 13.2 The project property shall be operated by the Contractor to serve the best interest and welfare of the County and the public.
- 13.3 A default by the Contractor under Section 4 shall be a default under Section 13.
- 13.4 The Contractor shall not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant application note, alienation, innovative finance arrangement, or any other obligation pertaining to project property that in any way would affect the continuing Federal interest in that project property without written County and FTA approval.
- 13.5 County agrees to lease to Contractor during the term of this Contract, the equipment described in **RFP Exhibit E**. Contractor is solely responsible for the proper storage, care maintenance, and proper use of these items by its employees, agents and/or its Subcontractors.
- 13.6 All vehicles, equipment and furnishings utilized for the program under the terms of this Contract shall remain the property of County until disposed of in accordance with FTA regulations.
- 13.7 Vehicles leased from County by Contractor are maintained by the County and City at a level at least equal to the standards contained in the Grand Valley Transit Maintenance Policy and Procedures. All preventive maintenance of the vehicles shall be performed by Mesa County or City of Grand Junction Fleet Maintenance shop.
- 13.8 Unless otherwise provided for by County, vehicles and equipment leased to Contractor by County are to be used solely for the provision of services specified in this Contract. Personal or other use is prohibited.
- 13.9 The Contractor, in cooperation with the County, will assure compliance with and the County will cooperate to assure that all federal, state and local laws, regulations, ordinances, licenses, or inspections governing vehicles in this type of service are in compliance before service is begun and all times during service.
- 13.10 Contractor shall perform regular safety inspections of vehicles during the term of this Contract, and shall require daily safety inspections by its drivers.
- 13.11 All damage to vehicles shall be repaired in a high quality manner as soon as practically possible at Contractor's expense.
- 13.12 All vehicles provided to the Contractor by the County under this Contract shall be

stored at a facility provided by the County.

14.0 FACILITIES

14.1 The County is providing suitable administrative and operations facilities from which to operate the service specified in this Contract. These facilities do include space for the storage of the County's vehicles as provided to the Contractor under this Contract.

15.0 TERMINATION

15.1 **Termination for Convenience:** The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

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

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15.3 **Contractor in Possession of County Property:** If this Contract is terminated while the Contractor has possession of property belonging to the County, the Contractor shall, upon direction of the County, protect and preserve the property until surrendered to the County or its agent. The Contractor and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

15.4 **Opportunity to Cure:** The County in its sole discretion may, in the case of a termination for cause/default/breach, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

- 15.5 **Waiver of Remedies for any Breach** In the event that the County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

16.0 SPECIAL PROVISIONS, TERMS AND CONDITIONS

- 16.1 In order to meet the changing transit needs of the citizens of Mesa County, this Contract may, by mutual consent of the parties, be modified; however, modifications or amendments to this Contract shall be effective only if made in writing and executed by the parties with the same formality as, and by making reference to, this Contract.
- 16.3 **Indemnification:** Contractor ("Indemnitor") must indemnify, defend, save and hold harmless Mesa County and its officers, officials, agents, and employees (collectively "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (collectively "Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor from and against any and all Claims. The Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

- 16.4 Contractor shall be responsible for compliance with all applicable Federal, State and Local laws, ordinances, and regulations during the performance of this work. Contractor shall indemnify the County for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- 16.5 This Contract is deemed to be performable in the Mesa County, Colorado, and venue for any court action hereunder shall be in the District Court of the Mesa County, Colorado. In the event that any court action is brought by either party, the substantially prevailing party shall be entitled to recover its reasonable costs and reasonable attorney's fees for such action.
- 16.6 Contractor shall require every sub-contractor providing services or procurement to be utilized in the program be bound by the FTA and insurance requirements of this Contract, unless otherwise exempted in writing by County.
- 16.7 Contractor is responsible for securing all appropriate licenses for the work contained in this Contract, as may be required. The cost for such licenses is the responsibility of Contractor. Contractor is liable for any and all taxes due as a result of this Contract.
- 16.8 There shall be no assignment or transfer of this Contract, without prior, written approval of the other party.
- 16.9 Under the terms of this Contract, Contractor is an independent contractor with full control and supervision of the services performed. Contractor has full control over employment, supervision, compensation and discharge of all persons, except employees of County, involved in delivering service specified in this Contract. The County may request the Contractor to remove an employee from this contract.
- 16.10 All notices pursuant to this Contract shall be deemed to be delivered when in writing and sent by mail, email, return receipt requested, to:

COUNTY:
 RTP Director
 Mesa County RTPO
 P.O. Box 20,000-5093
 Grand Junction, CO 81502-5093
 rtpo@mesacounty.us

CONTRACTOR:

Notice of change of address shall be effective upon notice pursuant to this section.

- 16.11 If any party is rendered unable, wholly or in part, by force majeure to carry out its

obligations under this Contract, that party shall give to the other party prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible. The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lighting, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

16.12 The parties to this Contract hereby acknowledge that numerous collateral documents have been identified in this Contract, and are incorporated by reference into this Contract. These collateral documents are necessary because of the nature of the programs and services contemplated by the parties under the Federal Transit Administration and the United States Department of Transportation. The following list includes many of the documents which are incorporated by reference into this Contract and control this Contract. County will provide these documents upon request, or these documents are available on the internet:

- a. The FTA Program Guidance Circulars.
- b. The RTPO 2016-2017 Unified Planning Work Program.
- c. The RTPO 2016-2019 Transportation Improvement Program.
- d. United States of America Department of Transportation Federal Transit Administration Master Agreement dated October 1, 2015
- e. Grand Valley Transit Maintenance Policy and Procedures.
- f. 2040 Regional Transportation Plan.
- g. FTA Best Practices Procurement Manual

The parties further acknowledge and agree that revisions, updates, later or subsequent information or versions may become available and that such information which is directed to County as designated FTA funds recipient by FTA or DOT will be forwarded to Contractor, upon request.

16.13 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation 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 Mesa County deems appropriate.

16.14 The County acknowledges and agrees that the services provided for in this

Contract are to be operated by the Contractor according to the policies established by the Grand Valley Regional Transportation Committee (GVRTC). Additionally, the County acknowledges that it is the responsibility of the GVRTC and the staff of the RTPO to provide policy guidance to the Contractor in relevant operational areas, particularly with respect to ADA Paratransit Service.

17.0 RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE (COUNTY OWNERSHIP) PATENT, COPYRIGHT, AND TRADEMARK LAW

17.1 The Contractor, its subcontractors, and agents, are expressly prohibited from pursuing the exclusivity of protection of Federal and State patent, copyright, and trademark law on the GVT logo. The protection of Federal and State patent, copyright, and trademark law on the GVT logo, along with the GVT symbol, GVT name, and all documents, negatives, drawings, illustrations, materials, and writings of any kind relating to the GVT name or logo, shall be the exclusive property of the County and all such materials shall be delivered to the County by the Contractor upon completion, termination, or cancellation of this Contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of the County; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

18.0 USE OF GVT MATERIALS, LOGO, AND INFORMATION ON WEBSITE

18.1 The official website for Grand Valley Transit shall be operated by Mesa County and listed at www.gvt.mesacounty.us. The Contractor shall not operate any website for GVT.

19.0 DRUG AND ALCOHOL TESTING

19.1 The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 29, 49 CFR Part 40, 49 CFR Parts 653, 654 and 655, produce any documentation necessary to establish its compliance with Part 29 40, 653, 654 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before March 1st of each contract year and to submit the Management Information System (MIS) reports before March 1st of each contract year and to the Mesa County RTPO, Dept. 5093, PO Box 20,000, Grand Junction, CO 81502-5001. 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.

20.0 EXTENSIONS

20.1 Yearly Extensions of this Contract: CONTRACTOR MUST INITIAL: _____ . In exchange for ten dollars \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor grants to County the right to extend this Contract beyond the Base Term of this Contract for up to a maximum of seven (7) consecutive, Option Terms of one (1) year each. All other terms and conditions of the Contract shall remain as written. The County may extend the term of the Contract for an Option Term on an annual basis by written notice to the Contractor of the County’s intent to exercise its option to extend the Contract (the “Option Notice”) within 60 calendar days prior to expiration of the Base Term or then current Option Term. Mesa County reserves the right to extend the contract beyond the initial 3 year contract renewed annually. If an extension of the Contract is approved by the County, the amount of the Contract shall be:

First Option Term \$ _____

Second Option Term \$ _____

Third Option Term \$ _____

Fourth Option Term \$ _____

Fifth Option Term \$ _____

Sixth Option Term \$ _____

Seventh Option Term \$ _____

21.0 EXHIBITS: INCORPORATED BY REFERENCE

The RFP _____, addenda and Contractor’s Proposal are incorporated into this Contract by reference.

22.0 CERTIFICATIONS¹

22.1 By signing this Contract, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in the following **Contract Exhibits D through G**, incorporated herein by reference and attached hereto:

¹ If the Contractor is unable to certify to any of the statements in this section of the Contract, then the Contractor shall attach an explanation to this Contract explaining why the Contractor cannot provide or otherwise comply with a given certification.

Contract Exhibit D - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

Contract Exhibit E - Certification of Compliance with the Requirements of the Federal Drug-Free Workplace Act of 1988

Contract Exhibit F - Certification Regarding Lobbying

Contract Exhibit G - Tobacco Free Certification

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AS INDICATED.

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Rose Pugliese, Chair Date

ATTEST:

Sheila Reiner, County Clerk

CONTRACTOR:

By: _____
Name and Title Date

ATTEST:

Name and Title

SUMMARY PRICE PROPOSAL-EXISTING SERVICE					ATTACHMENT B							
	Start-up	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10	Total
Total Fixed and Variable Expenses												
Estimated Total Annual Revenue Hours		64,000	64,000	64,000	64,000	64,000	64,000	64,000	64,000	64,000	64,000	640,000
Total Operating Months		12	12	12	12	12	12	12	12	12	12	120
Fixed Cost per Month												
Variable Cost per Revenue Hour												
Total Cost per Revenue Hour												
Start-up cost payment schedule by month:												
	Month # 1											
	Month # 2											
	Month # 3											
	Month # 4											
	Month # 5											
	Month # 6											
	Total Start-up Costs											

Submitted by:

Firm's Name

Signature of Person Authorized to Bind firm

Typed or Printed Name and Title

Date

SUMMARY PRICE PROPOSAL-REDUCED SERVICE 10%					ATTACHMENT C							
	Start-up	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10	Total
Total Fixed and Variable Expenses												
Estimated Total Annual Revenue Hours		57,600	57,600	57,600	57,600	57,600	57,600	57,600	57,600	57,600	57,600	576,000
Total Operating Months		12	12	12	12	12	12	12	12	12	12	120
Fixed Cost per Month												
Variable Cost per Revenue Hour												
Total Cost per Revenue Hour												
Start-up cost payment schedule by month:												
Month # 1												
Month # 2												
Month # 3												
Month # 4												
Month # 5												
Month # 6												
Total Start-up Costs												

Submitted by:

Firm's Name

Signature of Person Authorized to Bind firm

Typed or Printed Name and Title

Date

SUMMARY PRICE PROPOSAL-REDUCED SERVICE 20%					ATTACHMENT C							
	Start-up	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10	Total
Total Fixed and Variable Expenses												
Estimated Total Annual Revenue Hours		51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200	51,200	512,000
Total Operating Months		12	12	12	12	12	12	12	12	12	12	120
Fixed Cost per Month												
Variable Cost per Revenue Hour												
Total Cost per Revenue Hour												
Start-up cost payment schedule by month:												
	Month # 1											
	Month # 2											
	Month # 3											
	Month # 4											
	Month # 5											
	Month # 6											
	Total Start-up Costs											

Submitted by:

Firm's Name

Signature of Person Authorized to Bind firm

Typed or Printed Name and Title

Date

SUMMARY PRICE PROPOSAL-EXPANDING SERVICE 10%					ATTACHMENT D							
	Start-up	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10	Total
Total Fixed and Variable Expenses												
Estimated Total Annual Revenue Hours		70,400	70,400	70,400	70,400	70,400	70,400	70,400	70,400	70,400	70,400	704,000
Total Operating Months		12	12	12	12	12	12	12	12	12	12	120
Fixed Cost per Month												
Variable Cost per Revenue Hour												
Total Cost per Revenue Hour												
Start-up cost payment schedule by month:												
Month # 1												
Month # 2												
Month # 3												
Month # 4												
Month # 5												
Month # 6												
Total Start-up Costs												

Submitted by:

Firm's Name

Signature of Person Authorized to Bind firm

Typed or Printed Name and Title

Date

SUMMARY PRICE PROPOSAL-EXPANDING SERVICE 20%					ATTACHMENT B							
	Start-up	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7	Option Year 8	Option Year 9	Option Year 10	Total
Total Fixed and Variable Expenses												
Estimated Total Annual Revenue Hours		76,800	76,800	76,800	76,800	76,800	76,800	76,800	76,800	76,800	76,800	768,000
Total Operating Months		12	12	12	12	12	12	12	12	12	12	120
Fixed Cost per Month												
Variable Cost per Revenue Hour												
Total Cost per Revenue Hour												
Start-up cost payment schedule by month:												
Month # 1												
Month # 2												
Month # 3												
Month # 4												
Month # 5												
Month # 6												
Total Start-up Costs												

Submitted by:

Firm's Name

Signature of Person Authorized to Bind firm

Typed or Printed Name and Title

Date

**DBE ATTACHMENT A
OUTREACH EFFORTS WITH DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

OFFEROR'S NAME:		PROJECT TITLE/NUMBER:	
-----------------	--	-----------------------	--

Each Offeror must conduct outreach efforts and submit documentation of those outreach efforts as described in Sections 2.58.5 of the Disadvantaged Business Enterprise (DBE) Program Race- and Gender-Neutral Contract Clause (Contract Clause). Detailed instructions for this form are included in Section 2.58.5 of the Contract Clause. Supporting documentation is required for columns C and E. Submitters should make additional copies of this form as needed.

(A) DBE Contact Information		(B) Scope of Work Solicited	(C) Solicitation Method		(D) DBE Selection Decision		(E) Communication of Selection Outcomes		
Name:				Newspapers or Websites		Firm was selected	Date:		
Address:				Trade and/or Professional Listing		Firm was not selected	Methods of Communication:		
City, State, Zip:				Business Outreach Events	Explain why this firm was not selected as a proposed participant:				
Phone Number:				E-mail blast					
Number of Employees:				Other					
Range of Gross Receipts:									
Number of Years in Business:									

(A) DBE Contact Information		(B) Scope of Work Solicited	(C) Solicitation Method		(D) DBE Selection Decision		(E) Communication of Selection Outcomes		
Name:				Newspapers or Websites		Firm was selected	Date:		
Address:				Trade and/or Professional Listing		Firm was not selected	Methods of Communication:		
City, State, Zip:				Business Outreach Events	Explain why this firm was not selected as a proposed participant:				
Phone Number:				E-mail blast					
Number of Employees:				Other					
Range of Gross Receipts:									
Number of Years in Business:									

**DBE ATTACHMENT B-1
NEGOTIATIONS WITH DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

SUCCESSFUL OFFEROR'S NAME:		PROJECT TITLE/NUMBER:	
----------------------------	--	-----------------------	--

This form is due from the Successful Offeror within 7 days of final contract negotiations with the County. Make additional copies of this sheet as needed. Detailed instructions for this form are included in 2.58.6 of the Contract Clause.

(A) DBE Contact Information		(B) Scope of Work/Services to be Performed	(C) Type of Agreement		(D) Agreement Amount		(E) Communication of Final Selection Outcomes		
Name:				Subcontract Joint Venture	\$			Date:	
Address:				Purchase Order	As a Percent of Total Contract Award:		Method of Communication:		
City, State, Zip:				Service Agreement			%		
Phone Number:				Firm was not Selected	% Other:				
Number of Employees:							%		
Range of Gross Receipts:								Firm was not Selected	
Number of Years in Business:									

(A) DBE Contact Information		(B) Scope of Work/Services to be Performed	(C) Type of Agreement		(D) Agreement Amount		(E) Communication of Final Selection Outcomes		
Name:				Subcontract Joint Venture	\$			Date:	
Address:				Purchase Order	As a Percent of Total Contract Award:		Method of Communication:		
City, State, Zip:				Service Agreement			%		
Phone Number:				Firm was not Selected	% Other:				
Number of Employees:							%		
Range of Gross Receipts:								Firm was not Selected	
Number of Years in Business:									

DBE ATTACHMENT B-2
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION COMMITMENT
(NEGOTIATED CONTRACTS)

On behalf of the Successful Offeror, I certify under penalty of perjury that the following information is true and correct.

- 1) The firms indicated as selected in Attachment B-1, Negotiations with DBEs, will participate in this contract.
- 2) The Successful Offeror will comply with the Race- and Gender-Neutral post-award requirements stated in Section 2.58.7 of the DBE contract clause.
- 3) The Successful Offeror understands and agrees that any and all changes, substitutions, or termination of DBE firms in this project must be given written consent by the DBE Liaison Officer before implementation.
- 4) The following statement is true and correct: The proposed total participation of DBE firms in this contract will be: _____%

Signed:

Print Name:

Title:

Name of Company:

Date:

DBE ATTACHMENT C

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS

Please refer to the Instructions sheet for directions on filling out this form

Submitted to (check only one):	FTA--Vendor Number 1139								
Fiscal Year:									
Reporting Period:									
Name and Address of Recipient:	Mesa County, PO Box 20,000, Dept 5093, Grand Junction, CO 81502-5001								
Annual DBE Goal(s):	Race Conscious Goal: 0%			Race Neutral Goal: 1%			Overall Goal: 1%		
	A	B	C	D	E	F	G	H	I
AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD <small>(total contracts and subcontracts committed during this reporting period)</small>	Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs /Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8. Prime contracts awarded this period:	#REF!	0	0	0			0	0	#REF!
9. Subcontracts awarded/committed this period:	\$0.00	0	\$ -	0	\$0.00	0	\$0.00	0	#DIV/0!
10. Total:									
DBE AWARDS/COMMITMENTS THIS REPORTING PERIOD-BREAKDOWN BY ETHNICITY & GENDER	Contracts Awarded to DBE this Period								
	A	B	C	D	E	F			
	Total to DBE (Dollar Amount)			Total to DBE (number)					
11. Black American	Women	Men	Total	Women	Men	Total			
12. Hispanic American			\$0.00			0			
13. Native American			\$0.00			0			
14. Asian Pacific American			\$0.00			0			
15. Subcontinent Asiam Americans			\$0.00			0			
16. Non Minority			\$0.00			0			
17. Total			\$0.00			0			
	\$ -	\$ -	\$ -	0	0	0			
Payment On Going Contracts (Report Activity of ongoing contracts)	A. Total Number of Contracts	B. Total Dollars Paid	C. Total Number of Contracts with DBEs		D. Total Payments to DBE firms		E. Total Number of DBE firms paid	F. Percentage to DBEs	
18. Prime and Sub contracts currently in progress:	0	\$0.00	0		\$0.00		0	0	
ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A. Number of Prime Contracts Completed		B. Total Dollar Value of Prime Contracts Completed		C. DBE Participation Needed to Meet Goal (Dollars)		D. Total DBE Participation (Dollars)	E. Percentage of Total DBE Participation	
19. Race Conscious	0		\$0.00		0		\$0.00	0	
20. Race Neutral	0		\$0.00				#REF!	#REF!	
21. Totals	0		\$0.00				#REF!	#REF!	
Submitted By:					Signature of Authorized Representative:				
Phone Number:					Fax Number:				

RESOLUTION # 2014-004

A Resolution of the Grand Valley Regional Transportation Committee Concerning Support for Local Funding IGA 2015-2016

WHEREAS, The Grand Valley Regional Transportation Committee (GVRTC) was formed by Intergovernmental Agreement by and between Mesa County, The City of Grand Junction, the City of Fruita and the Town of Palisade to develop recommendations for local funding of transit services in the Grand Valley Urban Area; and

WHEREAS, In order to accomplish the goals for funding the transit system, a Regional Transportation Plan setting forth the needs and mechanisms for future funding has been developed and adopted by the GVRTC; and

WHEREAS, The GVRTC realizes the importance of both short and long range planning in the development of an efficient transportation system; and

WHEREAS, Mesa County, the City of Grand Junction, the City of Fruita and the Town of Palisade have developed the 2015-2016 Intergovernmental Agreement setting the funding to be provided by each entity; and

WHEREAS, The GVRTC recommends the levels of local match as set for below;

NOW THEREFORE BE IT RESOLVED THAT THE GRAND VALLEY REGIONAL TRANSPORTATION COMMITTEE RECOMMENDS THAT THE LOCAL AGENCIES MATCH BE:

Grand Valley Transit (GVT) Local Match Distribution 2015-2020					
Partner	GVT Operations	Bus Replacement	Capital	Annual Total	2-Year Total
Mesa County	\$757,004	\$87,750	-	\$844,754 (65%)	\$1,686,508
Grand Junction	\$349,386	\$40,500	-	\$389,886 (30%)	\$779,772
Fruita	\$34,939	\$4,050	-	\$38,989 (3%)	\$77,978
Palisade	\$23,292	\$2,700	-	\$25,992 (2%)	\$51,984
Total Contributions	\$1,164,621	\$135,000	-	\$1,299,621 (100%)	\$2,599,242

Grand Valley Regional Transportation Committee



 Phyllis Norris, Acting For the Committee as its Chair

Attest:



 Recorder to the Committee

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by,
the Fixing America's Surface Transportation (FAST) Act,
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008,
or other federal laws that FTA administers.**

**FTA MA(22)
October 1, 2015**

<http://www.fta.dot.gov>

Contract Exhibit B

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**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit) for a specific Award authorized by:

1. Federal transit laws, 49 U.S.C. chapter 53, as amended, by the following:
 - a. The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - b. The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and other authorizing legislation to be enacted, and
 - c. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
2. Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
3. Title 23, United States Code (Highways).
4. Other federal legislation FTA administers, as FTA so determines.

Purpose of the Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

1. FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program,
2. FTA Cooperative Agreement, or

Contract Exhibit B

3. FTA Transportation Infrastructure Finance Innovation Act (TIFIA) Loan, Loan Guarantee, or Line of Credit.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of the Master Agreement and Compliance

- a. The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- b. To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- c. FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- d. FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.
 - (1) FTA has divided the Master Agreement into “Terms of Agreement,” “Generally Applicable Provisions,” and “Special Provisions for Specific Programs.”
 - (2) This Master Agreement has an Appendix A illustrating the specific provisions of the Master Agreement that apply to the Tribal Transit Programs.
 - (3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law or regulations governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient’s legal status as a “state,” “state instrumentality,” a “local government,” a federally recognized Indian Tribe (Indian Tribe), a “private nonprofit entity,” a “private for-profit entity,” or an individual.
- e. As provided by federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- f. Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying

Contract Exhibit B

Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.

- g. This Master Agreement does not have an Expiration Date, and this Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

In addition to the definitions provided in 49 U.S.C. § 5302, as amended by the FAST Act, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions control the meaning of the terms and conditions in this Master Agreement and apply throughout this Master Agreement.

1. *Application* means the request for federal assistance submitted in FTA's electronic award and management system that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns.
2. *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. *Approval* does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."
3. *Associated transit improvement* means, with respect to any project or an area to be served by a project, projects that are designed to enhance public transportation service or use and that are physically or functionally related to transit facilities.
4. *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance; the *Award* also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.
5. *Award Budget* [formerly, *Approved Project Budget*] means the budget for all the Projects encompassed by the FTA Award. *Project Budget* means the budget allocated for a Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the federal award. It may include

Contract Exhibit B

the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the "Award Budget" to determine the scope of the Award, eligible project activities, and other terms used in connection with the Award.

6. *Common Rules* means:
 - a. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200,
 - b. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 C.F.R. part 18, and
 - c. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 C.F.R. part 19.

7. *Concurrence* has the same meaning as the definition of *Approval* in this section of this Master Agreement.

8. *Cooperative Agreement* means an instrument the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:
 - a. The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA's electronic award and management system;
 - b. The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy:
 - (1) The most recent "Federal Transit Administration Master Agreement," which applies to this Cooperative Agreement, <http://www.fta.dot.gov>,
 - (2) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
 - (3) Any Award notification containing special conditions or requirements if issued; and
 - c. The Execution of the Cooperative Agreement by the Recipient.

9. *Designated Recipient*, means an entity designated, in accordance with the planning process under sections 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under section 5336 to urbanized areas of 200,000 or more in population; or a

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state or regional authority, if the authority is responsible under the laws of a state for a capital project and for financing and directly providing public transportation.

10. *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.
11. *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.
12. *Federal Award Identification Number* has the same meaning as “Project No.” in previous Grant Agreements and Cooperative Agreements with FTA.
13. *Federal Credit Instrument* means a Loan, Loan Guarantee, or Line of Credit made available to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609.
14. *Federal Government* means the United States of America and any of its executive departments or agencies.
15. *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a “federal requirement” and applies to entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:
 - a. Federal directive,
 - b. Federal circular,
 - c. Federal order,
 - d. Federal published policy,
 - e. Federal administrative practice,
 - f. Federal guideline,
 - g. Federal guidance document,
 - h. Letter signed by an authorized federal official, or
 - i. Similar document.
16. *Federal Requirement* means:
 - a. An applicable federal law, regulation, or executive order,
 - b. An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award,
 - c. This Master Agreement,
 - d. A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement, or
 - e. Another applicable federal mandate.
17. *Federal Transit Administration (FTA)* is an operating administration of Department of Transportation (U.S. DOT). Any reference to the “Urban Mass Transportation

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Administration” (also referred to as “UMTA”) refers to the “Federal Transit Administration” or “FTA” when appearing in any records of the United States.

18. *Federal Transit Administrator* is the head of the Federal Transit Administration.
19. *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 479a and 25 U.S.C. § 479a note.
20. *Fiscal Year*, as used in this Master Agreement, means “federal fiscal year,” which begins on October 1 of each calendar year and ends on September 30 of each calendar year.
21. *Governor* means the governor of a state, the mayor of the District of Columbia, and the chief executive officer of a territory of the United States and includes the designee of the governor.
22. *Grant Agreement* means an instrument the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role, and the Federal Government does not retain substantial control. An FTA Grant Agreement consists of three parts:
 - a. The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project, as set forth in the Application submitted to FTA in FTA’s electronic award and management system;
 - b. The Terms and Conditions incorporated by reference and made part of the Grant Agreement, consisting of the following documents, irrespective of whether electronic or in typewritten hard copy:
 - (1) The most recent "Federal Transit Administration Master Agreement," which applies to this Grant Agreement, <http://www.fta.dot.gov>,
 - (2) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
 - (3) Any Award notification containing special conditions or requirements if issued; and
 - c. The Execution of the Grant Agreement by the Recipient.
23. *Indian Tribe* means the Recipient or Subrecipient that receives “Tribal Transit Program” assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.
24. *Internal Controls* means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (1) effectiveness and efficiency of operations, (2) reliability of reporting for internal and external use, and (3) compliance with applicable laws and regulations.

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25. *Local Government Authority* includes (A) a political subdivision of a state; (B) an authority of at least one state or political subdivision of a state; (C) an Indian tribe; and (D) a public corporation, board, or commission established under the laws of a state.
26. *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.
27. *Non-Federal Funds or Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:
- a. Local funds,
 - b. Local in-kind property or services,
 - c. State funds,
 - d. State in-kind property or services, and
 - e. Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs.
28. *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.
29. *Project* means public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.
30. *Public Transportation*, has the same meaning as “transit” or “mass transportation,” and, consistent with the definition at 49 U.S.C. § 5302(14), means regular, continuing shared-ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:
- a. Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243,
 - b. Intercity bus service,
 - c. Charter service,
 - d. School bus service,
 - e. Sightseeing service,
 - f. Courtesy shuttle service for patrons of one or more specific establishments, or
 - g. Intra-terminal or intra-facility shuttle services.
31. *Recipient* means a non-federal entity that receives a federal award directly from a Federal awarding agency to carry out an activity under a federal program. The term “Recipient” does not include “Subrecipients.”

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32. *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the “scope of the project” or the “scope of work of a Grant Agreement or Cooperative Agreement” when “scope” is used for other purposes. See the latest edition of the FTA Master Agreement.
33. *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.
34. *Subagreement or Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient’s or Subrecipient’s Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.
35. *Subrecipient or Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.
36. *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.
37. *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.
38. *Third Party Participant*, includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, third party contract, third party subcontract, lease, or similar arrangement or agreement as FTA may recognize.
39. *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient’s Underlying Agreement.

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40. *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, Other Agreement, or Federal Credit Instrument, including any amendments thereto, supported with federal assistance appropriated or made available under the TIFIA program.
41. *Unique Entity Identifier* has two meanings:
- a. A Recipient's and a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), currently, is the DUNs Number, but
 - b. For FTA purposes, FTA also assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."
42. *Waiver* has the same meaning as the definition of *Approval* in this section of this Master Agreement.

Section 3. Implementation.

- a. Effective Date. The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.
- b. Description of Each Project. The "Description of Each Project" in the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.
- c. Prompt Implementation. After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.
- d. Completion Dates. The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement. Unless FTA determines otherwise in writing, the milestone dates and other completion dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.
- e. The Recipient's Capacity. To carry out its Underlying Agreement, the Recipient agrees to maintain:
 - (1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:

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- (a) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement,
 - (b) Use the project property,
 - (c) Carry out the safety and security aspects of the Underlying Agreement,
 - (d) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements, and
 - (e) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
- (2) Strong internal controls to assure that it is managing its Award in compliance with federal statutes, regulations, and the terms and conditions of the Underlying Agreement including, but not limited to:
- (a) Amendments or revisions to its Award Budget,
 - (b) Salaries and wages of the Recipient and Subrecipient personnel,
 - (c) Protection of personally identifiable information and other sensitive information, and
 - (d) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.
- f. U.S. DOT Administrative Requirements. The Recipient agrees to comply with the following U.S. DOT requirements (Common Rules) to the extent applicable:
- (1) Requirements Applicable On or After December 26, 2014. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement that have been signed by an authorized FTA official on or after December 26, 2014.
 - (2) Requirements Applicable Before December 26, 2014. The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014 as follows:
 - (a) For a state, local government, or Indian tribal government, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," former 49 C.F.R. part 18,
 - (b) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," former 49 C.F.R. part 19, or
 - (c) For a private for-profit organization, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," former 49 C.F.R. part 19.
- g. Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with all applicable federal requirements and

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federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Underlying Agreement, or this Master Agreement. At the time the FTA Authorized Official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement.

- h. The Recipient's Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other entity in the Underlying Agreement:
- (1) General. The Recipient agrees that it must comply with all federal requirements that apply to itself and the Underlying Agreement.
 - (2) Primary Responsibility for Compliance.
 - (a) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:
 - 1 A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto, or
 - 2 Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.
 - (b) FTA and the Recipient agree that if the Recipient named in the Underlying Agreement is receiving federal assistance under 49 U.S.C. § 5307 but is not the Designated Recipient, then the Designated Recipient is not responsible for compliance with federal requirements related to the Underlying Agreement. FTA and the Recipient further agree to the terms of the Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in FTA's Transit Award Management System (TrAMS), including (1) the amounts allocated by the Designated Recipient to each Direct Recipient, and (2) the commitment to comply with the transit enhancement requirement as stated in that letter.
 - (c) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.
- i. The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants. In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefor:
- (1) General. The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.
 - (2) The Recipient as a "Pass-Through" Entity. If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.

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- (3) Performance of the Recipient's Responsibilities. If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.
 - (4) Risk. As provided in 2 C.F.R. part 1201, which incorporates by reference 2 C.F.R. part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.
 - (5) Third Party Agreements. To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.
 - (6) Notice to Third Party Participants. The Recipient will include notice in each Third Party Agreement that:
 - (a) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and
 - (b) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- j. Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.
- (1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as a:
 - (a) Change in federal requirements or guidance,
 - (b) Change in state, territorial, local, or tribal requirements,
 - (c) Change in the Recipient's circumstances, including:
 - 1 Its legal, financial, technical, or managerial capacity,
 - 2 Its continuing control of project property, or
 - 3 Another similar situation, and
 - (d) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or credible evidence that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any

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- matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.
- (2) Notice. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:
- (a) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Underlying Agreement, or
 - (c) FTA Chief Counsel.
- k. Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements. The Recipient and FTA understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agrees that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.
- (1) Compliance with State, Territorial, Local or Tribal Requirements. Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:
- (a) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements, and
 - (b) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that is in conflict with a federal requirement.
- (2) When a Conflict Arises. When a federal requirement conflicts with a state, territorial, local, or tribal requirement:
- (a) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.
 - (b) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.
- l. No Federal Government Commitment or Liability to Third Parties. Except as the Federal Government expressly consents in writing, the Recipient agrees that:
- (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement, and
 - (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

Section 4. Ethics.

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- a. Standards of Conduct. At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:
- (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
 - (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement,
 - (b) The immediate family members or partners of those listed above in section 4.a(1)(a) of this Master Agreement, and
 - (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4.a(1)(a) and (b) of this Master Agreement;
 - (2) Prohibit those individuals listed above in section 4.a(1) from the following:
 - (a) Engaging in any activities involving the Recipient or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest, and
 - (b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited, and has an insubstantial financial or nominal intrinsic value; and
 - (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4.a(1) and the Recipient or Subrecipient's Third Party Participants.
- b. Debarment and Suspension. The Recipient agrees to the following:
- (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
 - (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participant from Procurement or Nonprocurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
 - (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.

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- (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (c) FTA Chief Counsel.
- c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.
- d. Lobbying Restrictions. The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
- (1) Laws, Regulations, Requirements, and Guidance.
 - (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
 - (2) Exception. If permitted by applicable federal law, regulations, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.
- e. Political Activity. The Recipient agrees to comply with:
- (1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental employment activities are supported in whole or in part with federal assistance,
 - (2) U.S. Office of Personnel Management regulations, “Political Activity of State or Local Officers or Employees,” 5 C.F.R. part 151, and
 - (3) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - (a) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2), but

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- (b) Notwithstanding the preceding section 4.e(3)(a) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).
- f. False or Fraudulent Statements or Claims.
- (1) Civil Fraud. The Recipient acknowledges and agrees that:
- (a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. part 31.
 - (b) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.
 - (c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.
- g. Trafficking in Persons.
- (1) Legal Authorities. The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
- (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
 - (b) The terms of this section 4.g, which has been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 C.F.R. part 175, per U.S. OMB’s direction.
- (2) Definitions. The Recipient agrees that for purposes of this section 4.g:
- (a) Employee means either: (1) an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or (2) another person who is participating in a Project or related activities as set forth in the Underling Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing or matching requirements of the Recipient’s Underlying Agreement.
 - (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a

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for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).

- (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) Provisions Applicable to All Recipients. The Recipient agrees to, and assures that its Subrecipients will:
- (a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed below in section 4.g(4) of this Master Agreement, and
 - (b) Subagreement Provision. Include the following provision in any subagreement it enters into with a private entity as defined above in section 4.g(2)(c) of this Master Agreement:

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

1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
3. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

- (4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:
- (a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - 1 Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect,
 - 2 Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect, or
 - 3 Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.
 - (b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
 - 1 Has violated a prohibition described above in section 4.g(4)(a) of this Master Agreement, or

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- 2 Has an employee whose conduct is determined to have violated a prohibition described above in section 4.g(4)(a) of this Master Agreement because that employee's conduct is either:
- A. Associated with performance of the Recipient's Underlying Agreement, or
 - B. Imputed to the Recipient or Subrecipient using the standards for due process for imputing the conduct of an individual to an organization provided in:
 - (i) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and
 - (ii) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200.
- (5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:
- (a) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, or
 - (b) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with performance in the Recipient's Underlying Agreement, or imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient agrees that FTA's right to terminate federal assistance as provided by the TVPA and in sections 4.g(4)(b) and 4.g(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

Section 5. Federal Assistance.

- a. Total Federal Assistance Awarded and Obligated. The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) The maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying

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Agreement. The FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.

- b. Basis of Federal Assistance. The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto forms the basis on which FTA determines the "Total FTA Amount Awarded and Obligated."
- (1) "Net Project Cost." If federal law or regulation requires an Underlying Agreement to be financed on the basis of its "Net Project Cost," as defined in 49 U.S.C. § 5302:
 - (a) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost,"
 - (b) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated," and
 - (c) In FTA's Electronic Award and Management System, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.
 - (2) Other Basis for FTA Participation. If federal law or FTA permits an Underlying Agreement to be financed on a basis other than its "Net Project Cost," as defined in 49 U.S.C. § 5302, or under applicable previous authorizing legislation:
 - (a) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance,
 - (b) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities, and
 - (c) FTA will use the amount stated in the Underlying Agreement awarding federal assistance for the Underlying Agreement as the "Total Award Budget" to calculate the "Total FTA Amount Awarded and Obligated."
- c. Award Budget. The Recipient agrees that it will prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.
- (1) Restrictions. The Recipient will incur costs eligible for participation under the Award, or withdraw federal assistance for costs incurred that implement the Award only if consistent with the Award Budget.
 - (2) Amendments to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.
 - (3) Revisions to the Award Budget. To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. All other Award Budget revisions will require prior FTA approval in writing.

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- (4) Unexpended Federal Assistance. The Recipient will inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

- a. Amount. The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share of costs required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non-federal share no later than the time it draws down the federal share to pay the eligible costs.
- b. Duty to Obtain. The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.
- c. Permissible Sources. The Recipient agrees that the following are permissible sources of the non-federal share for the Award:
- (1) Undistributed cash surpluses,
 - (2) A replacement or depreciation cash fund or reserve, and
 - (3) New capital.
- d. Restricted Sources. Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will identify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:
- (1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus,
 - (2) Advertising revenues,
 - (3) Concession revenues,
 - (4) Revenues from a service agreement from a state or local social service agency or a private social service organization,
 - (5) Third party in-kind contributions,
 - (6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e),
 - (7) Transportation development credits (formerly toll revenue credits) pursuant to 49 U.S.C. § 120(i), or
 - (8) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204.
- e. Prohibited Sources. Except as permitted by federal law, regulation, or guidance, or approved in writing by FTA, the Recipient will not provide any non-federal share for the Underlying Agreement derived from:
- (1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award,

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- (2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal law or regulations, or FTA guidance, or
 - (3) Other federal funds not authorized for use as non-federal share by federal law, regulation, or guidance.
- f. Reductions or Refunds.
- (1) Reductions. The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then, at the same time, it must reduce the proportionate amount of federal assistance for the Award.
 - (2) Refunds. The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then, at the same time, it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to Recipient.

- a. Conditions for Accessing Federal Assistance. In order to seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:
- (1) It must execute the Underlying Agreement and any Amendments thereto,
 - (2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award,
 - (3) It must identify all sources of federal assistance from which the payment is derived,
 - (4) It must provide FTA with all financial and progress reports required to date, and
 - (5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:
 - (a) The Recipient will not request or obtain more federal assistance than justified by eligible non-federal share it has provided,
 - (b) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement, and
 - (c) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.
- b. Eligible Costs. Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:
- (1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto,
 - (2) Necessary to carry out the Award,
 - (3) Reasonable for the property or services acquired for use in the Project,
 - (4) The actual net costs, which consists of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income,

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- (5) Incurred for work performed after the Effective Date of the:
 - (a) Award,
 - (b) Pre-award authority that FTA has provided, or
 - (c) Letter of No Prejudice,
 - (6) Satisfactorily documented,
 - (7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT common rules, and
 - (8) Consistent with U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.
- c. Ineligible Costs. The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs in connection with the Award or otherwise, such as:
- (1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto,
 - (2) A cost not included in the most recent Award Budget,
 - (3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required,
 - (4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h),
 - (5) A profit or fee for the Recipient's services provided in connection with the Award, or
 - (6) A cost that is ineligible for FTA participation as provided by applicable federal law, regulation, or guidance.
- d. Bond Interest and Other Financing Costs – Limited Eligibility. The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, and guidance. FTA's share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing,
- e. Payment Procedures Based on the Type of Federal Assistance Awarded. The Recipient agrees that:
- (1) All payments in connection with the Award will be made through electronic methods.
 - (2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.
 - (3) FTA determines which electronic system it will use to make payments to the Recipient as follows:
 - (a) For grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 6.e(3)(b) and (c) of this Master Agreement,

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- (b) For cooperative agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (*see* the following section 7.g of this Master Agreement for more information about payments for cooperative agreements and section 7.h(2) of this Master Agreement for information about accessing and using the DELPHI eInvoicing System), and
 - (c) For grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (*see* the following section 7.h(2) of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).
- g. Payment Procedures Using ECHO. The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the “ECHO Web User Manual For FTA and FAA,” July 2012, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.
- (1) Major Withdrawals. When a single withdrawal will exceed \$50,000,000, the Recipient will notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.
 - (2) Immediate Use. The Recipient will not withdraw federal assistance until actually needed for immediate payment of expenses that implement the Award, and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as the Federal Government permits otherwise in writing.
 - (3) Limits. The Recipient will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.
 - (4) Control. The Recipient will provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (5) Reporting. Unless FTA determines otherwise in writing, the Recipient will report its cash payments and balances promptly.
 - (6) Penalties. If Recipient fails to comply with this section of this Master Agreement, it may incur or be subjected to penalties, including, but not limited to, the following:
 - (a) Access to ECHO-Web. The Federal Government may revoke or suspend the Recipient’s ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:
 - 1 Fraud, waste, mismanagement, or abuse exists in the Recipient’s use and application of federal assistance,
 - 2 The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance,
 - 3 The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time,
 - 4 The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement,

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- 5 The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (*see* sections 7.g and 7.h.) or
- 6 For grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (*see* section 7.h).
- (b) Interest. The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely, irrespective of whether the federal assistance has been deposited in an interest-bearing account.
 - 1 A State or State Instrumentality. If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided by Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), or U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 C.F.R. part 205.
 - 2 Other than a State or State Instrumentality. If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i). The amount of interest due may be determined by the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the “Treasury tax and loan account” rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.
- (7) ECHO System. If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.
- h. Payment Procedures for a Cooperative Agreement. A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.
 - (1) Standard Procedures. To make and receive payments through the DELPHI eInvoicing System, the following procedures must be followed:
 - (a) Access to the DELPHI eInvoicing System. To access the DELPHI eInvoicing System, the Recipient:
 - 1 Must have internet access to register and submit payment requests through the DELPHI eInvoicing System,
 - 2 Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval,
 - 3 Must complete the required forms that the FAA, Enterprise Service Center’s (ESC) Help Desk uses to verify the Recipient’s identity, and present it to a Notary Public for verification,
 - 4 Return that form, completed and notarized, to:

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DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125,

and,

- 5 Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.
 - (b) Payment Requests. The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.
 - (c) Additional Information. The U.S. DOT DELPHI eInvoicing System website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) displays additional information, including access forms and training materials a Recipient may need.
 - (d) Federal Responsibilities. When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA electronically, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).
- (2) Waiver Requests. On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.
- (a) The Recipient's Responsibilities. If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:
 - 1 It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>), and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System,
 - 2 It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001, DOTElectronicInvoicing@dot.gov, and
 - 3 If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:
 - A. FTAinvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4; 2 of 4; *etc.*), or
 - B. DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 269041
Oklahoma City, OK 73125-69041.
 - (b) Federal Responsibilities. FTA and U.S. DOT have the following responsibilities:

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- 1 The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.
 - 2 If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.
- (c) DELPHI eInvoicing System or DELPHI Mark View System. If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:
- 1 It has complied and is complying with the Underlying Agreement,
 - 2 It has made and is making adequate progress toward completion of the Award, and
 - 3 It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.
- (d) After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.
- i. Safeguarding Federal Assistance. The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.
 - j. The Recipient's Duty to Pay Eligible Costs. When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using federal assistance available provided for the Award and the non-federal share.
 - k. Effect of Federal Payments. The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, or guidance, or the Underlying Agreement or this Master Agreement.
 - l. Revocation of Federal Assistance. The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.
 - m. Final Cost Determination. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.
 - n. Closeout. The Recipient agrees that closeout of the Award will not alter:

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- (1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions, and
 - (2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.
- o. Notification. If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.
- p. Recovery of Improper Payments. Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.
- q. Program Income. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.
- (1) During the Period of Performance. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:
 - (a) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other public transportation purposes, then the amount of program income used for non-public transportation related purposes will be deducted from the total allowable costs to determine the net allowable costs.
 - (b) For each Research-type Project or related activities, the Recipient may add to the Award.
 - (c) Under the conditions set forth in section 6.c of this Master Agreement, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.
 - (2) After the Award Period. Except as otherwise determined in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (*i.e.*, after the ending date of the final Federal Financial Report).
- r. Profits. The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.
- s. Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government.
- (1) The Recipient's Responsibility to Pay. The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:
 - (a) Excess federal payments for disallowed costs,
 - (b) Refunds due and amounts recovered from third parties or other sources,

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- (c) Federal claims or debts,
 - (d) Interest assessed,
 - (e) Penalties,
 - (f) Administrative charges, or
 - (g) Other amounts it owes the Federal Government.
- (2) Amount of Interest Due. The amount of interest to be assessed depends on the procedures used to pursue payment:
- (a) The Debt Collection Act. When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701 *et seq.*, to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.
 - (b) Other Collection Processes. When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701 *et seq.* to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of the Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 C.F.R. part 205.
- t. De-obligation of Federal Assistance. The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

- a. Records. The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:
- (1) Financial Records. Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:
 - (a) Assets Received that Implement the Award. The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to, or otherwise received on

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- account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (b) Costs Incurred that Implement the Award. Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.
 - (c) Program Income. All program income derived from the use of project property, except income FTA determines to be exempt from federal program income record requirements.
- (2) Other Records Needed for Reports Related to the Award. Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.
 - (3) Formats. Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any e-mails related to the Award, records on paper, and records created in other formats.
 - (4) Availability of Records Related to the Award. Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.
- b. Reports. The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal law, regulation, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.
- c. National Transit Database. For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available for 49 U.S.C. § 5307 or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):
- (1) Reporting Requirements. The Recipient agrees to and assures that it will require the public transportation operators participating in its Award, the accompanying Underlying Agreement, and any Amendments thereto:
 - (a) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD),
 - (b) To conform to the NTD reporting system and the Uniform System of Accounts and Records,
 - (c) To comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. part 630,
 - (d) To report information relating to, and the condition of, its public transportation assets, as provided by those regulations, after FTA promulgates final regulations for the Transit Asset Management Program authorized by 49 U.S.C. § 5326,
 - (e) To comply with any other applicable reporting regulations, and requirements, and
 - (f) To follow FTA guidance.
 - (2) Voluntary Compliance. FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.
- d. U.S. OMB Special Reporting Requirements.

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- (1) Authority. U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special “award terms” as authorized under federal laws, including:
 - (a) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006,
 - (b) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA, and
 - (c) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.
- (2) Universal Identifier and System for Award Management (SAM). The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Universal Identifier and System for Award Management (SAM),” 2 C.F.R. part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
 - (a) Requirements for the System for Award Management (SAM). Unless exempted from SAM as provided by 2 C.F.R. § 25.110, the Recipient agrees to:
 - 1 Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or date it receives its final federal payment for the Underlying Agreement, and
 - 2 Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.
 - (b) Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:
 - 1 The potential Subrecipient or entity must provide its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient,
 - 2 The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient, and
 - 3 No Subrecipient or entity, as defined below in section 8.d(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that entity has provided its unique entity identifier for SAM [*currently, its DUNS number*] to the Recipient.
- (3) Reporting Subawards and Executive Compensation. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Reporting Subaward and Executive Compensation Information,” 2 C.F.R. part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
- (4) Reporting of First-Tier Subawards. The Recipient agrees that when it takes an action that obligates \$25,000 or more in federal assistance for a subaward it must report each such action as provided below, but it need not report an obligation of \$25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB’s Special Reporting Requirements as provided below.

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- (a) Where and when to report. The Recipient agrees to report each obligating action described below to <http://www.fsrc.gov>, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, *(for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015).*
- (b) What to report. The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at <http://www.usaspending.gov>.
- (c) Reporting Total Compensation of the Recipient's Executives. The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:
- 1 The total federal assistance authorized to date for the Underlying Agreement is \$25,000 or more, and
 - 2 In its preceding fiscal year, the Recipient:
 - A. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts),
 - B. Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - C. The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 *(to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).*
 - 3 The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at <http://www.sam.gov>, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.
- (d) Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:
- 1 In its preceding fiscal year, the Subrecipient:
 - A. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - B. Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts), and
 - C. The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the

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Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (*to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execinfo.htm>*).

- 2 The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (*for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, The Recipient must report any required compensation information about the Subrecipient by November 30 of that year*).
 - 3 Any Recipient that had gross income under \$300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.
- (5) Other Prospective U.S. OMB Reporting Guidance. U.S. OMB proposed regulatory guidance, "Recipient Integrity and Performance Matters," to be published in 2 C.F.R. part 35, contains a mandatory "award term" that would affect the Recipient's reporting requirements (*for more information, see 17 C.F.R. § 229.402(c)(2)*).
- e. Closeout. The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

- a. Types of Records. The Recipient will retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.
- c. Access to Recipient and Third Party Participant Records. The Recipient agrees and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller

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- General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients,
- (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- d. Access to the Sites of Performance. The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.
- e. Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

- a. Completion. Within ninety (90) calendar days after completion or termination of the Award, the Recipient agrees to submit:
- (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425),
 - (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and
 - (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- b. Audit of the Recipient. Except as the Federal Government determines otherwise in writing, the Recipient agrees that:
- (1) Audits Required. It must obtain the following audits:
 - (a) Annual "Single Audit." A financial and compliance audit that complies with the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and complies with applicable U.S. DOT "Single Audit" requirements of 2 C.F.R. part 1201, which incorporate by reference 2 C.F.R. part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement, and
 - (b) Other Audits. Other audits the Federal Government may require.
 - (2) Auditing Standards. It must comply with the "Audit Requirements" of 2 C.F.R. part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards" in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (3) Costs of Audits. The audit cost principles for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable as authorized by the cost principles of 49 C.F.R. part 1201, which incorporate by reference 2 C.F.R. part 200.

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- c. Amounts Owed to the Federal Government. The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government's proportionate part of any amounts it recovers from third parties or other sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.
- d. Closeout. The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law or regulations, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

- a. Justification. After providing written notice to the Recipient, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award,
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled. The Federal Government may recover federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

Section 12. Civil Rights.

- a. Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore,

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unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

- b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will:
- (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
 - (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will:
- (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.
- d. Equal Employment Opportunity.
- (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

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- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement,
 - (d) FTA Circular 4704.1, “Equal Employment Opportunity Program Guidelines for Grant Recipients,” July 26, 1988, and
 - (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
- (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,
 - 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
 - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
- (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - (b) 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.
- e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
- (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and

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- (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement.
- (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal.
- (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
- (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
- (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
- (a) Recipient Assurance. The Recipient agrees and assures that:
- 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
 - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
- (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
- 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,

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- 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
- 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*
- f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including:

 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including:

 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625,
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,
 - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
 - (5) Federal transit law, specifically 49 U.S.C. § 5332.
- h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

 - (1) Federal laws, including:
 - (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”

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- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations, including:
- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and
 - (k) Other applicable federal civil rights and nondiscrimination guidance.
- i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

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- (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and
- (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005.

- k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Section 13. Planning.

- a. Standard Planning Provisions. The Recipient agrees to the following:
 - (1) Planning Requirements and Guidance. To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:
 - (a) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for Metropolitan Transportation Planning and Programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303,
 - (b) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, "Planning and Assistance Standards" (for statewide transportation planning and programming), 23 C.F.R. part 450 and 49 C.F.R. part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304, and
 - (c) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.
 - (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (a) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services, and
 - (b) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.
- b. Tribal Transit Program Planning Provisions. The Indian Tribe agrees that:
 - (1) Planning Requirements. The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award of federal assistance under the Tribal

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Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.

- (2) Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation. The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (a) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services, and
 - (b) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

- a. The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:
 - (1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306, and
 - (2) Providing just compensation for the project property, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).
- b. Infrastructure Investment. The Recipient agrees to follow the infrastructure investment recommendations of:
 - (1) Executive Order No. 12803, "Infrastructure Privatization," April 30, 1992, 31 U.S.C. § 501 note, and
 - (2) Executive Order No. 12893, "Principles for Federal Infrastructure Investments," January 26, 1994, 31 U.S.C. § 501 note.
- c. Joint Development. If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, "Federal Transit Administration Guidance on Joint Development."

Section 15. Preference for United States Products and Services.

- a. Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:
 - (1) Buy America. Domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
 - (2) Cargo Preference – Use of United States-Flag Vessels. Shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. part 381, and

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- (3) Fly America. Air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

Section 16. Procurement.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements,
 - (2) To comply with the applicable U.S. DOT Common Rules, and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- b. Full and Open Competition. The Recipient agrees to conduct all of its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.
- c. Exclusionary or Discriminatory Specifications. The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided by 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.
- d. Geographic Restrictions. The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law, regulation or guidance.
- e. In-State Bus Dealer Restrictions. The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided under 49 U.S.C. § 5325(i).
- f. Organizational Conflict of Interest. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.
- g. Project Labor Agreements. As a condition of third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a project labor agreement, consistent with Executive Order No. 13502, “Use of Project Labor Agreements for Federal Construction Projects,” February 6, 2009, 41 U.S.C. chapter 39, Refs. & Annos.
- h. Force Account. The Recipient agrees that FTA may determine the extent to which federal assistance may be used to participate in force account costs.

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- i. FTA Technical Review. The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.
- j. Relationship of the Award to Third Party Contract Approval. The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.
- k. Preference for Recycled Products. The Recipient agrees to provide a competitive preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.
- l. Clean Air and Clean Water. The Recipient agrees to include adequate provisions in each third party agreement exceeding \$100,000 to ensure that each Third Party Participant will agree to the following:
 - (1) It will not use any violating facilities,
 - (2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"
 - (3) It will report violations of use of prohibited facilities to FTA and the Regional U.S. EPA Office, and
 - (4) It will comply with the inspection and other requirements of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377.
- m. National Intelligent Transportation Systems Architecture and Standards. The Recipient 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.
- n. Rolling Stock. The Recipient agrees that any procurement for rolling stock will comply with the requirements of 49 U.S.C. § 5325 (Contract Requirements), § 5323(j) (Buy America Requirements, § 5323(m) (Pre-Award and Post Delivery Requirements) and § 5318(e) (Bus Testing Requirements).
- o. Bonding. The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
 - (1) Construction. As provided by federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve

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construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

- (2) Activities Not Involving Construction. For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.
- p. Architectural Engineering and Related Services. When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided under any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees that it will comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).
- q. Design-Build Projects. As provided by 49 U.S.C. § 5325(d), the Recipient may use a design-build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.
- r. Award to Other than the Lowest Bidder. As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations or guidance that FTA may issue.
- s. Award to Responsible Third Party Contractors. The Recipient agrees that it will award third party contracts only to contractors able to carry out the procurement successfully, as provided by 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.
- t. Access to Third Party Contract Records. The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:
- (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g), and
 - (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
- u. Electronic and Information Technology. The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.
- v. Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

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- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
 - (2) Will not 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.
- w. Acquisition by Lease. The Recipient agrees that if it intends to acquire project property through a lease it will comply with 49 U.S.C. chapter 53 and section 3019 of the FAST Act, and FTA regulations, "Capital Leases," 49 C.F.R. part 639 to the extent those regulations are consistent with federal laws.

Section 17. Patent Rights.

- a. General. The Recipient agrees that:
- (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery,
 - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement, or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17.a(2) of this Master Agreement, the Recipient will notify FTA immediately, and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Recipient agrees that:
- (1) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided by applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.
- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- a. Definition of “Subject Data.” As used in this section , “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Underlying Agreement. 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 information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.
- b. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - (1) Prohibitions. The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) Exceptions. The prohibitions do not apply to publications or reproductions for the Recipient’s own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government’s prior written consent for release.
- c. Federal Rights in Data and Copyrights. The Recipient agrees that it must provide a license to its “subject data” to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government’s license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes.
- d. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs. In general, FTA’s purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participant. Therefore, the Recipient agrees that:
 - (1) Publicly Available Report. When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
 - (2) Other Reports. It must provide other reports related to the Award that FTA may request.
 - (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any Third Party Participant at any tier FTA’s copyright license to the subject data, and a copy of the subject data, except as the Federal Government determines otherwise in writing.
 - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) Incomplete. If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes “subject data” and must be delivered as the Federal Government may direct.

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- (6) Exception. This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program assistance.
- e. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.
- f. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- g. Restrictions on Access to Patent Rights. Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- h. Data Developed Without Federal Assistance or Support. The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- i. Requirements to Release Data. The Recipient understands that the Federal Government may be required to release data and information the Recipient submits to the Federal Government as required under:
- (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
 - (2) The U.S. DOT Common Rules, or
 - (3) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

- a. Federal Interest. The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with

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a project (project property) until, and to the extent that, the Federal Government removes its federal interest.

- b. FTA Requirements and Guidance for Use of Project Property. The Recipient agrees that:
- (1) Satisfactory Continuing Control. It will maintain continuing control of the use of its project property as satisfactory to FTA, which is defined as the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) Appropriate Use. It will use its project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) Delay or Failure to Use Project Property. The Federal Government may require it to return the entire amount of federal assistance spent on its project property if, during the useful life of its project property, the Recipient has unreasonably delayed using its project property, or failed to use its project property.
 - (4) Notification. It will notify FTA immediately when it uses any of its project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its project property from appropriate use.
 - (5) FTA Guidance. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.
- c. General Federal Requirements. The Recipient agrees to comply with the applicable U.S. DOT property management provisions contained in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees that it will follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- d. Maintenance. As provided under federal laws, regulations, and requirements, and as provided in federal guidance, the Recipient agrees to maintain its project property in good operating order, and comply with FTA's Transit Asset Management Program regulations when promulgated pursuant to 49 U.S.C. § 5326.
- e. Property Records. The Recipient agrees that it will keep satisfactory records of its use of its project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.
- f. Incidental Use.
- (1) The Recipient agrees that any incidental use of project property will not exceed what is permitted under applicable federal requirements and federal guidance.

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- (2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
- (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto,
 - (b) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment,
 - (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and
 - (d) Private entities pay all applicable excise taxes on fuel.
- g. Reasonable Access for Private Intercity or Charter Transportation Operators. The Recipient agrees that it must comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient of assistance and the extent to which access would be detrimental to existing public transportation services must be considered.
- h. Encumbrance of Project Property. Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its project property, and to maintain satisfactory continuing control of its project property as follows:
- (1) Written Transactions. The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the project property. Upon request, the Recipient will provide a copy of any document described above to FTA.
 - (2) Oral Transactions. The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its project property that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.
 - (3) Other Actions. The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.
- i. Useful Life of Project Property. The Recipient agrees that:
- (1) Determining the Useful Life. FTA may establish the useful life of project property,
 - (2) Required Use. It will use its project property continuously and appropriately throughout the useful life of that property,
 - (3) Expired Useful Life. When the useful life of its project property has expired, it will comply with FTA's disposition requirements, and

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- (4) Premature Withdrawal. The Federal Government retains a federal interest in the fair market value of project property (including project equipment acquired by a state) prematurely withdrawn from public transportation use. The Recipient will notify FTA immediately when any of its project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
- (a) Amount of Federal Interest. The federal interest in the Recipient's or any of its Subrecipients' project property will be determined on the basis of the ratio of the federal assistance provided for that property to the actual cost of that property.
- (b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its project property is prematurely withdrawn from appropriate use:
- 1 It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government, or
 - 2 With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.
- j. Calculating the Value of Prematurely Withdrawn Project Property. Recipient agrees that the fair market value of project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:
- (1) Equipment and Supplies. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.
- (2) Real Property. The Recipient agrees that the fair market value of project real property shall be determined by:
- (a) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24,
 - (b) Straight line depreciation of improvements to the project real property coupled with the value of the land determined by FTA on the basis of appraisal, or
 - (c) Other applicable federal laws, regulations, requirements.
- (3) Exceptional Circumstances. The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.
- k. Insurance Proceeds. The Recipient agrees to use any insurance proceeds it receives for project property that has been damaged or destroyed (including insurance proceeds for project equipment acquired or improved by a state) as follows:

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- (1) Replacement. It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property,
 - (2) Another Purpose. It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA's consent in writing, or
 - (3) Return to the Federal Government. It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.
- l. Misused or Damaged Project Property. If any damage to project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the project property that has been damaged to its original condition, or refund the value of the federal interest in its project property (including the remaining federal interest in project equipment acquired by a state), as the Federal Government may require.
 - m. Disposition of Project Property. The Recipient agrees that disposition of its project property may be made as provided by FTA's enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, "Grants Management Requirements," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of project property, including real property, equipment including rolling stock, and supplies.
 - n. Responsibilities After Closeout. The Recipient agrees that closeout of the Award will not change the Recipient's property management responsibilities for its project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of the Master Agreement.

Section 20. Transit Asset Management.

- a. Transit Asset Management Plan. The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), federal regulations pertaining to the Transit Asset Management Program regulations, Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), and other applicable federal laws, regulations, and requirements, and is consistent with federal guidance developed or to be developed that implements 49 U.S.C. § 5326.
- b. When Compliance is Required. The Recipient agrees to, and assures that each Third Party Participant will comply with FTA's Transit Asset Management Program regulations when issued and follow federal guidance issued that implements transit asset management system provisions of 49 U.S.C. § 5326.

Section 21. Insurance.

- a. Flood Insurance. The Recipient agrees and assures that its third party participants will agree as follows:

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- (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building).
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 *et seq.*, whichever is less.
- b. Other Insurance Requirements. It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

- a. Relocation Protections. Irrespective of whether federal assistance is used to pay relocation costs required under federal laws and regulations, the Recipient agrees that it will:
- (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance, and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24.
- b. Nondiscrimination in Housing. The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, and facilitate and follow Executive Order No. 12892, “Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,” January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing.
- c. Prohibition Against the Use of Lead-Based Paint. The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, “Lead-based Paint Poisoning Prevention in Certain Residential Structures,” 24 C.F.R. part 35.
- d. Real Property Acquisition Protections. Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees that it will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended,

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42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24.

- e. Covenant Against Discrimination. The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- f. Recording the Title to Real Property. The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- g. FTA Approval of Changes in Real Property Ownership. Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

- a. Construction Plans and Specifications. The Recipient agrees to comply with all applicable statutes, regulations, and FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- b. Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.
- c. Supervision of Construction. The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- d. Construction Reports. For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- e. Major Capital Investment Projects. If the Recipient’s Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA Regulations, “Major Capital Investment Projects,” 49 C.F.R. part 611, and “Project Management Oversight,” 49 C.F.R. part 633, to the extent that they are consistent with applicable FTA enabling legislation, and follow all applicable federal guidance.

Section 24. Employee Protections.

- a. Awards Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:

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- (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- (2) Wage and Hour Requirements of:
- (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
 - (b) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- (3) “Anti-Kickback” Prohibitions of:
- (a) Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145, and
 - (c) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. part 3.
- (4) Construction Site Safety of:
- (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and
 - (b) U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. part 1926.
- b. Awards Not Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, 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 Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.
- c. Awards Involving Commerce. The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.
- d. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) must be in effect:

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- (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its the terms and conditions.
- (2) Special Warranty. When its Underlying Agreement 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 Recipient agrees that U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
- (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, 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.

Section 25. Environmental Protections.

- a. General. The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, requirements, and guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, requirements and guidance.
- b. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, requirements, and guidance. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:
 - (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139,
 - (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 C.F.R. part 1500-1508,
 - (c) Joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. part 771 and 49 C.F.R. part 622,
 - (d) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note, and

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- (e) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (a) Joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319 Accelerated Decisionmaking in Environmental Reviews,” January 14, 2013,
 - (b) Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 *Fed. Reg.* 66576, November 15, 2006, and
 - (c) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- c. Environmental Justice. The Recipient agrees to, and assures that its Third Party Participants will, promote environmental justice by following:
 - (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order,
 - (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377, April 15, 1997, and
 - (3) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- d. Other Environmental Federal Laws. The Recipient agrees to comply and assures that its Third Party Participants will comply with all applicable federal laws, regulations, executive orders, and guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, and Executive Order Nos. 11988 and 13690 relating to “Floodplain Management.”
- e. Corridor Preservation. The Recipient agrees that it will not develop any right-of-way acquired under 49 U.S.C. § 5323(q), in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed.
- f. Use of Certain Public Lands. The Recipient agrees to comply and assures that its Third Party Participants will comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.
- g. Historic Preservation. The Recipient agrees to, and assures that its Third Party Participants will:

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- (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award involving the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places may be undertaken.
 - (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*
 - (4) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 C.F.R. part 800.
 - (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- h. Indian Sacred Sites. The Recipient agrees to, and assures that its Third Party Participants will facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note.
- i. Mitigation of Adverse Environmental Effects.
- (1) The Recipient agrees that it will comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 - (2) The Recipient agrees that:
 - (a) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto,
 - (b) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached, and
 - (c) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.
- j. Energy Conservation. The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

Section 26. State Management and Monitoring Systems.

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The Recipient agrees to comply with joint FHWA and FTA regulations, “Management and Monitoring Systems,” 23 C.F.R. part 500, and FTA regulations, “Transportation Infrastructure Management,” 49 C.F.R. part 614.

Section 27. Charter Service.

- a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d) and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, or federal guidance.
- b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - (1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only, and
 - (2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for program purposes only.
- c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided by FTA’s Charter Service regulations, 49 C.F.R. part 604, Appendix D, or barring it or the Third Party Participant from receiving federal assistance provided under 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 28. School Bus Operations.

- a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” regulations, or applicable federal guidance.
- b. Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, and requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 29. Geographic Information and Related Spatial Data.

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee's National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

Section 30. Federal "\$1 Coin" Requirements.

The Recipient agrees that it will comply with section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing \$1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the \$1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 31. Public Transportation Safety Program.

- a. Public Transportation Agency Safety Plan. When FTA directs it to do so, the Recipient agrees to develop a Public Transportation Safety Plan that complies with federal transit laws, specifically 49 U.S.C. § 5329, and other federal laws, regulations, and requirements applicable to the Recipient or its Award, the accompanying Underlying Agreement, and any Amendments thereto, and is consistent with any federal guidance that may be issued that implements 49 U.S.C. § 5329.
- b. State Safety Oversight of Rail Fixed Guideway Public Transportation Systems. Section 20030(e) of MAP-21 repealed 49 U.S.C. § 5330, to be effective three (3) years after the effective date of the Public Transportation Safety Program final rule to be issued under 49 U.S.C. § 5329(e), but until repealed, the Recipient agrees to comply with federal transit laws, specifically 49 U.S.C. § 5330, with FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, and follow federal guidance that may be issued.

Section 32. Motor Carrier Safety.

- a. Financial Responsibility. The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:
 - (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone, and
 - (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and also reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider

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operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

- b. U.S. FMCSA Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
- (1) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
 - (2) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Drug and Alcohol Use and Testing Requirements,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Section 33. Safe Operation of Motor Vehicles.

- a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, by:
- (1) Adopting and promoting 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, and
 - (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note,
 - (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009,
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 33.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 34. Substance Abuse.

- a. Drug-Free Workplace. The Recipient agrees to:
- (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*,
 - (2) Comply with U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. part 32, and
 - (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 C.F.R. part 32.
- b. Alcohol Misuse and Prohibited Drug Use.
- (1) Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5331,
 - (b) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. part 655, and
 - (c) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. part 40.
 - (2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Section 35. Protection of Sensitive Security and Other Sensitive Information.

- a. The Recipient agrees to comply with the following requirements for the protection of sensitive security information:
- (1) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 15,
 - (2) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 C.F.R. part 1520, and
 - (3) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement, reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Section 36. Special Notification Requirements for States.

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

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- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project,
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized, and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents. The State will provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

Section 37. Freedom of Information.

- a. Applicability. The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.
- b. Records. All applications and materials it submits to FTA that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies.
- c. Confidentiality. President Obama’s “Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act,” dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore:
- (1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information, irrespective of its format, merely because it is accompanied by a “routine” confidentiality statement that may appear on:
 - (a) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto,
 - (b) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto, or
 - (c) Any other information FTA may obtain.
 - (2) As provided by federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.
 - (3) Any genuinely confidential or privileged information should be marked clearly and specifically, and justified as confidential or privileged under FOIA standards.

Section 38. Disputes, Breaches, Defaults, or Other Litigation.

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement,

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and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- d. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

Section 39. Amendments to the Underlying Agreement.

- a. When Required. An Amendment to the Underlying Agreement is required under the following circumstances:
 - (1) A change in the scope of work or addition of federal assistance to an existing Award (regardless if the source of assistance is the same or different);
 - (2) Changes to the scope of work that necessitate a change in the distribution of federal assistance across scope codes or activities; or
 - (3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.
- b. Process. An amendment to the Underlying Agreement must be submitted through and approved in FTA's Electronic Award and Management System, and must meet the same application requirements as a request for a new Award.

Section 40. FTA's Electronic Award and Management System.

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The Recipient agrees that it will submit its application for Award, reports, documents, or other required information through FTA's electronic award and management system, also known as TrAMS. To submit information, reports, and documents to FTA, any signature submitted in TrAMS must comply with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Public Law No. 106-229, June 30, 2000, 15 U.S.C. §§ 7001 *et seq.*

Section 41. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to Federal laws, regulations, and directives, FTA does not guarantee the accuracy of information accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a Federal law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 42. Severability.

The Recipient agrees that if any provision of the Underlying Agreement or any Amendments thereto is determined invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 43. Special Provisions for All “Research-Type” Programs.

- a. Applicability. The Recipient understands and agrees that this section applies to all “Research-Type” programs to which FTA provides federal assistance, including the following programs:
 - (1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (2) Programs authorized under 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized,
 - (4) Programs authorized by the repealed section 3045 of SAFETEA-LU,
 - (5) Programs authorized under repealed section 3046 of SAFETEA-LU, and
 - (6) Other similar research Programs for which FTA awards federal assistance.
- b. Provisions for Underlying Agreements for “Research-Type” Awards. The Recipient agrees that the following provisions will apply to the Underlying Agreement for a “Research-Type” Project or related activities:

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- (1) Report. The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.
- (2) Disclaimer. The Report must contain the following disclaimer:

This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest of information exchange. The United States government assumes no liability for the contents or use thereof.

The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report.

- (3) Format. The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary that is contained within any report or document.
 - (4) Publication. Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.
 - (5) Identification of Federal Assistance. The Recipient agrees that:
 - (a) It will display notice on any product developed with federal assistance for 49 U.S.C. § 5312 that the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.
 - (b) The notice will be given using an appropriate sign, designation, or notice.
- c. Special Disposition Provision. In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.
 - d. Protection of Human Subjects. The Recipient agrees to comply with protections for human subjects involved in a Project or related activities supported through the Underlying Agreement as required by the National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. part 11.

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- e. Protection of Animals. The Recipient agrees to comply with protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and U.S. Department of Agriculture regulations, “Animal Welfare,” 9 C.F.R. parts 1, 2, 3, and 4.
- f. Export Control. The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, “Export Administration Regulations,” specifically, 15 C.F.R. parts 730 *et seq.*, U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 44. Special Provisions for the State Safety Oversight Grant Program.

- a. Applicability. The Recipient agrees that this section applies to any State Safety Oversight Grant Program Award, the accompanying Underlying Agreement, and any Amendments thereto, supported with federal assistance for 49 U.S.C. § 5329(e)(6).
- b. Federal Laws, Regulations, Requirements, and Guidance. In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), as amended by the FAST Act, the Recipient agrees to comply with the following:
 - (1) 49 U.S.C. § 5329(e)(6), as amended by the FAST Act,
 - (2) 49 U.S.C. § 5330, which is repealed three (3) years after the effective date of the final FTA State Safety Oversight regulations required under 49 U.S.C. § 5329(e), as amended by the FAST Act and section 20021(b) of MAP-21,
 - (3) 49 C.F.R. part 659, until those regulations are repealed or superseded by regulations that FTA promulgates in the future that implement 49 U.S.C. § 5329(e) as amended by the FAST Act,
 - (4) Other applicable federal laws, regulations, and requirements, and the Underlying Agreement and any Amendments thereto, including section 49 and all other applicable provisions of this Master Agreement, and
 - (5) Applicable federal guidance, including the most recent FTA Notice of Availability for federal assistance made available for the State Safety Oversight Grant Program authorized by MAP-21, to the extent that its provisions are consistent with applicable requirements of 49 U.S.C. chapter 53, and other applicable federal laws, regulations, requirements, and guidance.
- c. Other Special Provisions for State Safety Oversight Grant Program. The Recipient agrees that federal assistance for the State Safety Oversight Grant Program will be used to develop or carry out its State Safety Oversight Grant Program for purposes of coming into compliance with 49 U.S.C. §§ 5329(e)(3) and 5329(e)(4), including the establishment of a State Safety Oversight Agency (SSOA) that:
 - (1) Has an appropriate staffing level that is commensurate with the number, size, and complexity of the rail fixed guideway public transportation systems that the Recipient oversees,

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- (2) Requires its employees and other designated personnel of the SSOA who are responsible for rail fixed guideway public transportation safety oversight to be qualified to perform such functions through appropriate training, including successful completion of the public transportation safety certification training program when established under 49 U.S.C. § 5329(c), and
- (3) Is prohibited from receiving federal assistance from any public transportation agency that the SSOA oversees pursuant to 49 U.S.C. § 5329(e)(4).

Section 45. Special Provisions for the State Infrastructure Bank Program.

- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:
 - (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation,
 - (2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 applies,
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610,
 - (4) Any federal law enacted or federal regulations promulgated at a later date applicable to the Underlying Agreement,
 - (5) All other applicable federal guidance that may be issued,
 - (6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements,
 - (7) The Cooperative Agreement establishing the SIB program in the state, signed by the Federal Highway Administrator, Federal Transit Administrator, and authorized state official(s), or their authorized designees, and
 - (8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the Cooperative Agreement establishing the SIB program within the state, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.
- b. Limitations on Accessing Federal Assistance in the Transit Account. The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 46. Special Provisions for the TIFIA Program.

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- a. Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees to administer any Underlying Agreement financed with federal credit assistance authorized by the Transportation Infrastructure Finance and Innovation Act (TIFIA), as amended, as required under:
- (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. §§ 601 – 609, to the extent required under the FAST Act, and other applicable federal legislation,
 - (2) Federal transit laws, 49 U.S.C. chapter 53, and more specifically 49 U.S.C. § 5323(o), as amended by MAP-21, which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for any Underlying Agreement to which MAP-21 applies,
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended,
 - (4) Joint U.S. DOT and FTA regulations, “Credit Assistance for Surface Transportation Projects,” 49 C.F.R. parts 80 and 640 that have not been superseded by the FAST Act, or any other statute in effect and that applies to the matter at issue, and
 - (5) Any federal statute signed into laws and regulations promulgated at a later date that would affect the Underlying Agreement.
- b. Default. The Recipient agrees that FTA may declare the Recipient in violation of the Master Agreement if it has defaulted on a TIFIA Loan, Loan Guarantee, or Line of Credit, and that default has not been cured within 90 days.
- c. Order of Precedence. Any provision of this Master Agreement that is applicable to the Recipient’s Underlying Agreement for TIFIA assistance and Recipient, but that conflicts with the laws, regulations, and requirements identified in this section, will not apply to the Recipient’s TIFIA Loan, Loan Guarantee, or Line of Credit.

Section 47. Special Provisions for the Joint FTA – FRA Program.

- a. General Legal Requirements. When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees that it will administer the Underlying Agreement to achieve maximum compliance with FTA’s statutory and regulatory requirements, FRA’s statutory and regulatory requirements, and other federal statutory requirements.
- b. Disadvantaged Business Enterprises.
- (1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, both of which apply to FTA, but not to FRA.
 - (2) FRA is not authorized to use FTA’s DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
 - (3) The Recipient agrees to use the “contracting with small and minority firms, women's business enterprise” provisions of the applicable U.S. DOT Common Rules.

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- c. Buy America. The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:
- (1) It must comply with FTA's statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement,
 - (2) It must comply with FRA's statutory and regulatory Buy America provisions, specifically section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements, and
 - (3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees that it must comply with both FTA's and FRA's requirements.
- d. Force Account – Procurement. The Recipient agrees that FTA deems section 16(h) of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.
- e. Procurement of Rolling Stock. The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.
- f. Use of Real Property, Equipment, and Supplies. The Recipient agrees that application of section 19 of this Master Agreement is reserved.
- g. Davis-Bacon. The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151 *et seq.*, are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141 *et seq.*, and satisfy section 23 of this Master Agreement.
- h. Employee Protective Arrangements. The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151 *et seq.*, protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 23 of this Master Agreement.
- i. Motor Carrier Safety. The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, *see* 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 C.F.R. part 228, and Section 31 of this Master Agreement does not apply to railroad signal employees concerning hours of service.

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- j. Railroad Safety. The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

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APPENDIX A

TRIBAL TRANSIT PROGRAM – APPLICABLE PROVISIONS

FTA recognizes that several provisions of the Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of the Master Agreement are not applicable to the Tribal Transit Programs:

- Section 14.a(1) & 14.b – Private Enterprise
- Section 22.e – Relocation and Real Property
- Section 26 – State Management and Monitoring Systems
- Section 27 – Geographic Information and Related Spatial Data
- Section 36 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are applicable depending upon the Underlying Agreement for the Tribal Transit.