

**AGREEMENT  
GHTD-RFP #05-015**

**AN AGREEMENT BETWEEN  
THE GREATER HARTFORD TRANSIT DISTRICT  
AND  
FIRST TRANSIT, INC.**

THIS AGREEMENT is made by the **GREATER HARTFORD TRANSIT DISTRICT** (the "District"), a municipal corporation formed under the provisions of Chapter 103a of the Connecticut General Statutes, Revision of 1958, as amended, having its principal place of business at One Union Place, Hartford, Connecticut 06103, acting herein by Vicki L. Shotland, its Executive Director, who is duly authorized to execute this Agreement by the District's Board of Directors, and **First Transit Inc.**, a corporation licensed to do business in the State of Connecticut with an office located in 600 Vine Street, Suite 1400, Cincinnati, OH 45202 (the "Operator"), acting herein by Bradley Thomas, its President, who is duly authorized to execute this Agreement.

**IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. Agreement Commencement and Term**

The Agreement will commence on July 1, 2015 and will continue through June 30, 2018, with two consecutive (1) one-year renewal periods if so approved by the District. Operator's GENERAL manager and all other staff must be available for observation of current operation by June 1, 2015. The Agreement will continue in full force and effect during the base term and any renewal period or carry over term, unless terminated earlier as herein provided. The District may grant two (2) one (1)-year option periods to extend the Agreement for a maximum total of five (5) years. The District will exercise its first renewal to extend by notifying Operator of its decision in writing at least sixty (60) calendar days prior to the end of the base term. A prerequisite to any option period will be a price analysis and justification to determine reasonableness of price. During the renewal period, all provisions of the Agreement will remain in full force and effect.

**2. Operator's Obligations**

The Operator shall be responsible for properly providing the Paratransit Services in adherence to the District's Request for Proposals GHTD-RFP #05-015 including all Addenda ("the RFP") in its entirety, as contained in the Operator's Proposal ("the Proposal") in response to said RFP dated February 20, 2015, and as negotiated by both parties, all documents incorporated herein in their entirety by reference.

**3. Maximum Amount of Agreement**

The initial, first year monthly fee amount for this agreement shall not exceed NINETY ONE THOUSAND THREE HUNDRED AND FORTY ONE DOLLARS (\$91,341.00), the service hourly rate amount of this Agreement shall not exceed THIRTY FIVE DOLLARS AND FORTY SEVEN CENTS (\$35.47) and the first year non-preventive maintenance hourly rate amount for this Agreement shall not exceed FIFTY ONE DOLLARS AND SEVENTY EIGHT CENTS (\$51.78). The cost of the service shall be in accordance with **Exhibit A** "Cost Proposal for Paratransit Services" from the Operator's Proposal and as agreed upon through negotiations.

**4. Subject to Financial Assistance**

The items described in this Agreement, the RFP and the Proposal are to be purchased in large part with the assistance of grants from the State of Connecticut Department of Transportation (ConnDOT) and the Federal Transit Administration (FTA) and various municipalities. The award and continuation of this Agreement is subject to a financial assistance Agreement between the District and the U.S. Department of Transportation and/or the Connecticut Department of Transportation and/or any of the District's funding sources.



This Agreement is subject to annual reauthorization of funding. In addition, the Operator shall be subject to all terms and conditions of Agreements between the District and any of its funding sources. This Agreement is subject to all provisions prescribed for third party contracts by the FTA Agreement, which is incorporated by reference, including but not limited to, the provisions of the Federally Required Contract Clauses, attached hereto as **Exhibit B** and made a part hereof. This Agreement is subject to all provisions of the Connecticut Required Contract/Agreement including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference and attached hereto as **Exhibit C** and made a part hereof, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said provisions shall be deemed requirements upon the Operator hereunder. In any event, the Operator shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said provisions.

## **5. The District's Responsibilities**

The District will reimburse the Operator for the provision of the Services as defined in the RFP and the Operator's Proposal. The District will also provide administrative and financial overview of the provision of the Services insuring that the interests of the Connecticut Department of Transportation ("ConnDOT"), the Federal Transit Administration ("FTA"), and participating municipalities are maintained and preserved.

## **6. Law and Venue**

The laws of the State of Connecticut shall govern the Agreement. Both parties agree that venue for any litigation arising from this Agreement shall lie in Hartford, Connecticut.

## **7. Agreement Incorporation and Required Annual Certifications**

Operator shall be aware that the contents of the Proposal as well as the entire content of the RFP and all attachments are incorporated herein by reference and are a part of the Agreement. Additionally the Operator shall submit the certifications contained in **Exhibit I** of the RFP on an annual basis.

## **8. Ineligible Offeror**

By executing this Agreement, the Operator certifies that it is not on State, Federal or Local Agency Lists of ineligible operators.

## **9. Indemnity and Insurance**

The Operator agrees to, and will, indemnify and hold the District, and its board members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "indemnities") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Operator's operation of the Paratransit vehicles or provision of the Paratransit Service as contemplated by the Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees; passenger upon passenger violence; routing; or the Contractor's good faith adherence to District's policies, procedures, directives.. Operator further agrees to, and will, defend indemnities, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Operator's operation of the Paratransit vehicles or provision of the Paratransit Service as contemplated by the Agreement. Operator's obligations and duties as established in this Section will be in force and apply to Operator's acts, omissions, or failures to act of any kind, whether negligent, the result of Operator's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Operator (including indemnities) caused or contributed to the losses, injuries or damages claimed,



except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees; passenger upon passenger violence; routing; or the Contractor's good faith adherence to District's policies, procedures, directives.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

The Operator shall be required to conduct its operations and provide the Services in accordance with all regulations and requirements of the U.S. Department of Transportation, the FTA and of the State of Connecticut and all terms and conditions of this Agreement. The Operator further agrees to indemnify the District and its sponsoring organizations and save them harmless from any claims, costs, expenses and liabilities which the District may incur by reason of failure of the Operator to comply with such regulations and requirements and the terms of this Agreement. Further, the District reserves the right to recover any damages that might occur as a result of any breach of this Agreement from the Operator as determined by a court of law.

#### **10. Performance Standards and Penalties**

The RFP and **Exhibit D** " Service Policies and Penalties" provide for performance standards and for the assessment of penalties where certain performance standards are not met. Operator agrees that failure to meet the performance standards will diminish the quality, utility and value of the service for which the District has agreed, and that both the District and its riders will suffer actual damage as a result thereof. The Operator further agrees that the amount of the penalties specified in the RFP are conscionable and reasonably related to the damage actually suffered and will be paid by the Operator.

#### **11. Interpretation of Language**

Should any question arise as to the interpretation of any language or clause of this Agreement, the RFP or of any other Agreement document, the question shall be submitted to the District's Executive Director or designee, who shall interpret the language. The District's Executive Director's decision shall be final.

#### **12. Agreement Changes**

The District may, at any time, by a written order, and without notice to the Operator make changes within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement price and the Agreement shall be modified in writing accordingly. Any claim to the District for adjustment under this clause must be asserted within 10 calendar days from the date of receipt by the Operator of the notification of change.

#### **13. Severability**

If any provision of this Agreement, the RFP, its attachments or any subsequent Agreement(s) is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the RFP, its Attachments or any subsequent Agreement(s) shall not be affected thereby and shall remain in full force.

#### **14. Audit and Inspection of Records**

The Operator agrees that the District or its designee, the Comptroller General of the United States, The State of Connecticut, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project in any way. Further, Operator agrees to maintain all required records for at least three years after the District makes final payments on the Agreement after all other pending matters are closed. The Operator shall permit



and allow any and all authorized District employees or representatives to enter upon any part of the Operator's property, facilities, or vehicles for the purpose of conducting studies and surveys, inspecting facilities and equipment, inspecting and /or auditing books and records, and for other matters relevant to the Paratransit Service. No notice shall be required for inspections to be conducted by the District. The District shall have the sole right to determine when, where and under what conditions service inspections are to be carried out. The Operator shall instruct its drivers to permit duly authorized employees or representatives of the District to have right of entry on vehicles upon showing of proper District identification.

#### **15. Enforcement**

The District's failure or decision not to enforce any part of this Agreement, the RFP and/or Agreement documents does not preclude the District from such enforcement at a later date.

#### **16. Independent Contractor**

Nothing in this Agreement, the RFP, its attachments or any Agreement documents shall constitute or be construed to create a partnership or joint venture between the District and the Operator or its successors or assigns. In entering into an Agreement the Operator is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

#### **17. Amendment to Conform to Laws and Regulations**

The District and its Paratransit service is subject to the requirements of the Americans with Disabilities Act of 1990 and implementing regulations issued thereunder ("ADA"). The ADA and the regulations or other applicable statutes and regulations may be amended. Under the ADA and the regulations, the District has developed a plan for Paratransit Service and has submitted the plan to the Federal Transit Administration (FTA) for review and approval. The submitted plan may be modified by FTA and approved as modified. For all these reasons the District reserves the right to modify its Agreement with the Operator to conform, if necessary, to amendments to the ADA or other statutes and/or regulations thereunder, or to the paratransit service plan developed by the District as ultimately approved by FTA. If modifications increase Operator's costs, the District and the Operator will in good faith negotiate a corresponding modification in the Operator's compensation.

At all times the Operator will provide service in accordance with all applicable Local, State and Federal laws and regulations applicable in whatever way to the operation of the District's Service, and pursuant to the terms of the Agreement. The District will not be responsible or liable for Operator's violations of said laws. Operator will, at its sole cost, defend, indemnify and hold harmless the District from all claim, demands, actions, or liability arising out of or resulting from Operator's failure to adhere to the terms of this Section.

#### **18. Corporate Status**

The Operator shall be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Agreement.

#### **19. Competitive Procurement**

In the procurement of goods and services for use in this project the Operator shall follow the procurement procedures of the federal government and the state.

#### **20. Carry Over Terms**

Given the necessity of ensuring continuity of service, and as further consideration for the compensation to be paid by the District to Operator for the provision of services rendered hereunder, the Operator will grant to the District the option to extend the term of the Agreement for three (3) consecutive one (1) month periods after the base term or renewal period as the case may be, upon the same terms and conditions that govern the Agreement relationship immediately preceding the carry-over terms. The



District will notify Operator in writing of the District's intent to exercise each one month carry-over term at least fifteen (15) calendar days before the particular month is to begin.

## **21. Advertising**

The District may utilize the interior or exterior of District owned vehicles for the display of any written or printed advertising, promotional material, or public information notices. Operator will display only the District issued printed advertising or promotional material on either the exterior or interior of Paratransit vehicles. No other items may be displayed or suspended inside or outside of the vehicles unless approved in writing and in advance by the District.

## **22. Safety**

Operator will comply with all Connecticut Highway Safety Regulations pertaining to inspections. The Operator will notify the Fleet Coordinator or his designee of all inspections performed by the DMV or any other government agency and transmit results of said inspections to the District.

## **23. Records and Reports**

Operator will prepare, maintain and submit, in a timely manner, records, reports and notices with respect to any aspect of the operation of Paratransit Service as required by the District. Unless otherwise indicated, all reports will be approved by the District, and will be submitted to the District. Operator's failure to submit these reports may subject Operator to penalties. The Operator will be required to maintain complete and accurate books of accounts that accurately and thoroughly reflect all fares, and other revenues collected, and all expenditures made by the Operator in connection with the District's Paratransit Service. Such records shall be submitted with monthly invoicing detailing all actual expenditures and revenues associated with this Agreement.

## **24. Financial Records**

The Operator will maintain a set of financial records, in accordance with generally accepted accounting principles, for the entire term of this agreement and after the term of this Agreement for a period of not less than three (3) years. These records will detail all costs incurred in the provision of these services. Operator will employ at its own cost an independent certified public accountant who will issue audited financial statements reflecting Operator's operations under the Agreement within ninety (90) calendar days of the end of District's fiscal year (July through June). The Operator will submit copies of these audited financial statements to the District promptly upon their issuance. Operator will establish and maintain all expenditures incurred by it with respect to the performance of the Agreement, and keep and maintain any other relevant financial records or documents.

## **25. FTA and State Required Reports**

Operator will cooperate with the District, State and FTA in any way in order to satisfy FTA and State reporting requirements and will specifically permit "on-board" operational data sampling by the District, State or FTA employees. All of the reports will be retained by the Operator for three (3) years after the termination date of this agreement and may be audited by the District, State and FTA at any time within this period.

## **26. Subcontracting**

The Operator shall not subcontract any obligation it has under this Agreement without the prior written consent of the District.

## **27. Equipment, Vehicles, Computers, Materials and Other Supplies**

Any items furnished to the Operator by the District as a part of this Agreement are for the exclusive and sole use in support of the Agreement. Any exceptions must have prior written approval of the District. Failure to comply with this clause may result in immediate termination of the Agreement.



## **28. Confidentiality of Records**

The Operator shall agree that the information and records relating to the provision of this service are confidential and shall not be disclosed to any person without the prior written authorization of the District.

## **29. Operations and Management Supervision**

The District shall have the right to monitor the performance of Operator. In addition, the District shall have the right to:

- Review and approve the personnel assigned, used and/or employed by Operator in performance of the Agreement
- Review and approve service adherence and revenue recovery procedures
- Install on the Paratransit Vehicles any accessories deemed necessary or appropriate by the District
- Establish policy and procedures which are reasonable for the operation of Paratransit Service and require manual passenger counts and /or other special counts by drivers
- Make assessments against Operator in accordance with the Service Policies Standards and Penalties section of the RFP.

## **30. Excuses from Performance**

The parties hereto will be excused from performing their respective obligations under the Agreement in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing which is beyond the control of and not the fault of the party claiming excuse of performance hereunder; provided, however, that the party claiming excuse from performance hereunder shall, within twenty-four (24) hours after such party has given notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this section. In the event that either party validly exercises its rights under the above paragraph, the parties hereby waive any claims against each other for any damages sustained thereby. Strikes and labor disputes involving the Operator's employees shall not be considered as a reason justifying an Excuse from Performance.

In the event that the Operator is excused from its obligations hereunder for any of the aforementioned reasons, the District may perform all such obligations itself with its own or other personnel without liability to Operator. Further, in the event the Operator is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of thirty (30) calendar days or longer, the District will have the option to immediately terminate the Agreement by giving Operator written notice thereof.

## **31. Termination**

The District, effective thirty (30) days after date of written notice, may suspend, postpone, abandon, or terminate this Agreement for any or no reason and such action shall in no event be deemed a breach of Agreement. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of Agreement when taken for cause including, but not limited to (a) the Operator's failure to render the Services under the Project to the satisfaction of the District, the FTA or ConnDOT; (b) the termination for any reason of the operating assistance Agreement between the District and the Connecticut Department of Transportation, the Federal Transit Administration or any other funding source for the funding of this Project; or (c) the Operator's failure to otherwise comply with the terms of this Agreement. In the event that this Agreement is terminated for any reason whatsoever, the District



reserves the right to award this Agreement to the second highest-ranking Offeror based on the original evaluations.

The District will, in the case of a termination for cause, breach or default, allow the Operator 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 the Operator fails to remedy to the District's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Operator or written notice from the District setting forth the nature of said breach or default, the District shall have the right to terminate the Agreement without any further obligation to Operator. Any such termination for default shall not in any way operate to preclude the District from also pursuing all available remedies against Operator for said breach or default.

In the event that the District elects to waive its remedies for any breach by Operator of any covenant, term or condition of this Agreement, such waiver by the District shall not limit the District's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

### **32. Media Coverage**

The Operator shall not discuss any matter related to the provision of this service to any media including but not limited to: newspapers, radio stations, television stations, trade journals or at any public forum live or recorded without express written permission of the District.

### **33. Conflict**

In the event of any conflict or inconsistency between or among the individual Contract Documents, the terms of the following individual Contract Documents shall control in accordance with the following order of precedence:

- A. Agreement.
- B. RFP.
- C. Response.

In all other instances where the above order of precedence does not resolve any inconsistency or conflict, the Executive Director of the District will clarify said conflict. The Executive Director's decision shall be final.

### **34. Definitions**

The terms "Offeror", "Proposer", "Respondent", "Operator", and "the Operator" and other forms of these terms refer to the entity providing services to the District in response to the RFP. The terms "Procurement" refers to the process used herein to award an Agreement under this RFP. The terms "Paratransit Service", "Service", "The Service", "Project", "the Project", "Program", "the Program" and "the District's Service" refer to the complete service for which the District expects to award an Agreement. All terms are subject to the Interpretation of Language section of the RFP.

### **35. Insurance Requirements Safety and Risk Management**

The Operator shall be responsible for oversight of risk management functions, including all aspects of training. The Operator shall be responsible for the following items:

Vehicle insurance will be maintained by the Operator as set forth below for claims arising under the contract:

The Operator shall maintain the following insurance in force during the term of services provided by the Operator under this procurement. Said liability policies shall provide that the District, the State of Connecticut, the Federal Transit Administration and each participating municipality be named as additional insured for the successful Operator's full limits of coverage. Copies of all insurance certificates, with the District, the State of Connecticut and the Federal Transit Administration named as



additional insured will be supplied to the District prior to service initiation. This insurance will protect the Operator and the District from claims that may arise from the successful Operator's acts or omissions.

- Workers' Compensation and Employers Liability in accordance with the laws of the State of Connecticut.
- Comprehensive General Liability Insurance to include:
  - Premises/operations,
  - Contractual liability,
  - Personal injury,
  - Products/completed operations,
  - Property damage.

With the following minimum limits of liability:

- \$7,000,000 -- Per occurrence for bodily injury,
- \$7,000,000 -- Per occurrence for property damage,
- \$7,000,000 -- Combined single limits

Business Automobile Liability Insurance, for claims arising under the contract to cover the use of all owned, hired, and non-owned vehicles. The minimum liability limits will be:

- \$7,000,000 -- per occurrence for bodily injury,
- \$7,000,000 -- per occurrence for Property Damage,
- \$7,000,000 -- Combined limits.
- Insurance coverage must include "door-to-door service" as described in this RFP.

The Operator will be responsible for paying all increases in vehicle insurance costs due to a poor loss record during the term of procured service.

The District reserves the right to increase the amount or types of coverage after written notice to the Operator at any time with notice to the Contractor. In any event, such insurance coverage shall comply with all statutory and regulatory requirements. Any variances from the minimum types and amounts of insurance coverage shall be considered by the District upon written request from the Operator explaining the reasons therefore, and may be allowed at the sole discretion of the District and only after written notice to the Operator.

All such insurance coverage (except workers' compensation) shall name the District, the State of Connecticut, and the Federal Transit Administration as an additional insured. Such insurance shall protect the District, the State of Connecticut, and the Federal Transit Administration against all claims, liabilities, suits, actions, damages, or costs resulting from or arising out of the ownership, lease, operation, maintenance, repairs, or use in any way of the project equipment for the purposes of this program and for any other purpose.

No project equipment shall be delivered to the Operator, or operated by the Operator until the Operator has submitted a certificate of insurance to the District naming the District, the State of Connecticut, and the Federal Transit Administration as an additional insured and indicating that the other insurance requirements of this Section are satisfied. Prior to the termination or lapse of any such insurance coverage, the Operator shall submit a similar additional certificate of insurance to the District. Prior to the annual renewal of a motor vehicle registration, the Operator shall submit to the District a certificate of insurance for the project equipment. This Section shall not prevent the District from contracting for such required insurance coverage at any time, and in such event the Operator shall pay the District for all costs of such insurance. Operator's failure to procure or maintain required insurance will constitute a material breach of the Agreement.



Subrogation - Operator, as insurer, waives any right of subrogation against the District that might arise by reason of any payment under any policy required by the Agreement.

Insurance Review - All insurance is subject to review by an insurance consultant chosen by the District in the event the District deems it necessary.

### **36. Personnel and Facilities**

The Operator shall utilize its own professional staff and employees and will provide its own office and maintenance facilities to provide the Services under this Agreement. The Operator shall not be considered an agent of the District under this Agreement and any sub-Agreement or other obligation incurred by the Operator in carrying out the Services shall be an obligation of the Operator and not of the District.

### **37. Invoices/Reporting Requirements**

The Operator will submit on or before the 10th calendar day of each month, a monthly invoice for service rendered concurrently with the monthly operations and management reports as required by the District. The invoice will include, as attachments, copies of all required materials as described in the RFP and the Proposal and other supporting documents as may be required by the District. The RFP includes mandatory monthly reporting requirements. The Operator shall report, at a minimum:

- Total monthly trips
- Total passengers and passenger miles
- Total monthly service hours
- Total monthly vehicle miles
- Summary of rider complaints and their resolution
- On-time performance
- Cash fare and ticket collection reconciliation

Additional reporting requirements may be added. The District shall pay in accordance with the number of service hours successfully completed during the accounting period after such adjustment the District may make in accordance with the provisions of this procurement.

Service Hours are calculated from the time a vehicle leaves the base facility until the time it returns to the storage yard at the end of the day minus any gap greater than thirty (30) minutes.

All records related to the monthly billing are subject to audit by the District, the State of Connecticut, and the Federal Transit Administration, and/or any of the District's funding sources or any District designee. Invoices submitted without proper records shall not be accepted or paid.

The District will deduct from amounts otherwise owed to Operator an amount equal to assessments imposed by the District on the Operator, as described in the Service Performance Standards and Penalties section of the RFP, plus any other amounts the District may be entitled to deduct under the provisions of this procurement. Payment will be made within one hundred and twenty (120) calendar days following receipt of an invoice.

The Operator shall take notice that the time required to receive funding from the District's funding sources is beyond the District's control and is sometimes delayed longer than 90 days. The District will make every effort to compensate the Operator on a timely manner. However, the District will in no way compensate the Operator any additional costs or fees for delays in payments or pay any interest on outstanding invoices.

Each voucher submitted by the Operator to the District for payment shall be certified by an authorized official of the Operator, attesting to the accuracy of said voucher based on his/her examination of supporting records pertaining to said voucher and prepared in accordance with this Agreement.



The Operator shall certify in its voucher the actual costs incurred to date. The Operator is solely responsible for the certification of all costs. The District shall be saved harmless in the event that any party challenges the certification, including ConnDOT, FTA, any auditor, or the District.

Accounting records shall be maintained in accordance with Sections 7 and 8 of the Master Agreement between the Greater Hartford Transit District and the Federal Transit Administration.

### **38. Ownership of Records and Data**

The District retains unconditional ownership of all documents, data, information, reports or other materials produced under this Agreement. The ownership of all capital equipment, non-capital data, materials and plans purchased or otherwise prepared under this Agreement shall be vested in and delivered to the District. All reports shall be delivered to the District for review prior to publication.

The following statement will appear on the cover or the title page of any published report under the terms of this Agreement:

***"Prepared in cooperation with the Greater Hartford Transit District, the Connecticut State Department of Transportation, and the U. S. Department of Transportation, Federal Transit Administration."***

However, in the event that the District, ConnDOT, and/or FTA does not wish to subscribe to the findings or conclusions of a publication prepared by the Operator and submitted to the District for review, said publication shall include on the front piece the following statement:

***"The opinions, findings, and conclusions expressed in this publication are those of CONTRACTOR. do not necessarily reflect the official views or policies of the Greater Hartford Transit District, the Connecticut Department of Transportation and the Federal Transit Administration."***

### **39. Successors and Assigns**

The District and the Operator each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the District nor the Operator shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

### **40. The Agreement.**

This Agreement consists of (1) this Document; (2) the District's Request for Proposal GHTD #04-010 and all addenda to the RFP issued by the District; (3) the Operator's Proposal dated February 26, 2010; (4) the provisions of any grant contracts between the State of Connecticut and the District with respect to the Project and any amendments thereto; and (5) any other provisions referred to in this Agreement.

### **Extent of Agreement**

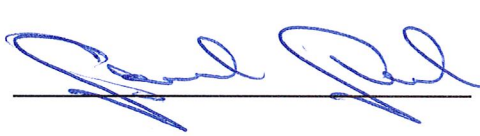

This Agreement represents the entire and integrated Agreement between the District and the Operator and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Operator.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES:

**GREATER HARTFORD TRANSIT DISTRICT**

   
\_\_\_\_\_  
Vicki L. Shotland, Executive Director

\_\_\_\_\_  
6-25-15  
Date

WITNESSES:

**FIRST TRANSIT, INC.**

   
\_\_\_\_\_  
Bradley Thomas, President

\_\_\_\_\_  
7-2-15  
Date

**EXHIBIT A**

**COST PROPOSAL FOR PARATRANSIT SERVICES**



<b>COST PROPOSAL:SUMMARY FORM</b>	
<b>OPERATIONS AND MAINTENANCE CENTER AT 249 WAWARME AVENUE, HARTFORD</b>	
<b>JULY 1, 2015 - JUNE 30, 2016</b>	
Monthly Fee	\$91,341.02
Service Hour Rate	\$35.47
Non Preventive Maintenance Hourly Rate	\$51.78
<b>JULY 1, 2016 - JUNE 30, 2017</b>	
Monthly Fee	\$93,463.31
Service Hour Rate	\$36.18
Non Preventive Maintenance Hourly Rate	\$53.02
<b>JULY 1, 2017 - JUNE 30, 2018</b>	
Monthly Fee	\$95,757.91
Service Hour Rate	\$37.02
Non Preventive Maintenance Hourly Rate	\$54.30
<b>JULY 1, 2018 - JUNE 30, 2019</b>	
Monthly Fee	\$97,923.14
Service Hour Rate	\$37.66
Non Preventive Maintenance Hourly Rate	\$55.63
<b>JULY 1, 2019 - JUNE 30, 2020</b>	
Monthly Fee	\$100,270.52
Service Hour Rate	\$38.48
Non Preventive Maintenance Hourly Rate	\$57.00
<b>OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD</b>	
<b>JULY 1, 2016 - JUNE 30, 2017</b>	
Monthly Fee	\$87,516.94
Service Hour Rate	\$36.18
Non Preventive Maintenance Hourly Rate	\$53.02
<b>JULY 1, 2017 - JUNE 30, 2018</b>	
Monthly Fee	\$89,662.88
Service Hour Rate	\$37.02
Non Preventive Maintenance Hourly Rate	\$54.30
<b>JULY 1, 2018 - JUNE 30, 2019</b>	
Monthly Fee	\$91,675.74
Service Hour Rate	\$37.66
Non Preventive Maintenance Hourly Rate	\$55.63
<b>JULY 1, 2019 - JUNE 30, 2020</b>	
Monthly Fee	\$93,866.93
Service Hour Rate	\$38.48
Non Preventive Maintenance Hourly Rate	\$57.00

The Proposer hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named. The Proposer certifies that

**COST PROPOSAL: DETAIL FORM**

**OPERATIONS AND MAINTENANCE CENTER AT 249 WAWARME AVENUE, HARTFORD**

A separate detail form is to be completed for each of the five years of the contract term

Contract Year	July 1, 2015 to June 30, 2016	
<b>Fixed fee</b>		
key staff salaries	\$	480,300
General Manager	\$	113,500
Operations Manager	\$	85,000
Call Center MGR	\$	77,500
Maintenance Manager	\$	73,300
Safety Manager	\$	66,000
Staff Accountant	\$	65,000

key staff benefits	\$	89,900
Medical Dental, Vision, 401K etc.	\$	45,309
Taxes, FICA, FUTA, SUI, W/C	\$	44,592

insurance	\$	23,927
General Liability		

management fee / overhead	\$	408,921
Maintenance Support	\$	64,249
EBIT	\$	346,606

<b>Property expenses</b>	\$	85,836
Real Estate Taxes	\$	5,199
Electric	\$	43,438
Water	\$	2,884
Gas	\$	10,003
Security Svcs	\$	8,092
Janitorial	\$	16,220
Office Equipment/Furniture	\$	2,208
Annual amortization:		
Laptop w/installation	\$	524
Desktop w/ installation	\$	1,056
Monitor	\$	278
Printer	\$	50
Tablets (technicians)	\$	300

Other (list)		
Trapeze Software Migration Fee	\$	5,000
Shop Equipment and support vehicle	\$	-
<b>TOTAL</b>	\$	1,096,092
<b>MONTHLY FEE (Total/12)</b>	\$	91,341

**Service Hour Rate:** this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.

<b>Labor Costs</b>		
Vehicle operators	\$	5,660,182
Revenue Wages	\$	4,160,984



Report Wages	\$	259,604
Extra Board Wages	\$	62,305
Extra Hours	\$	76,928
Utility/Fuel Wages	\$	233,644
Overtime Wages	\$	378,431
Vacation Wages	\$	131,227
Holiday Wages	\$	126,900
Sick Wages	\$	69,399
Classroom Training Wages	\$	22,990
BTW Training Wages	\$	13,794
BTW Trainer Wages	\$	24,174
Cadet Training Wages	\$	13,794
Cadet Trainer Wages	\$	1,150
Safety Mtg Wages	\$	31,776
Retraining Wages	\$	2,118
Bonus/Incentives	\$	50,963

<b>Mechanics</b>	<b>\$</b>	<b>181,810</b>
Mechanic	\$	326,716
Allocated support	\$	24,119
Maintenance Charge back	\$	(169,025)

<b>Dispatchers/reservationists/schedulers</b>	<b>\$</b>	<b>873,765</b>
Road supervisors	\$	142,577
Dispatch	\$	317,730
Reservationists Call takers	\$	240,616
Shcedulers	\$	172,843

<b>Safety / Admin</b>	<b>\$</b>	<b>245,104</b>
Admin Hourly	\$	183,304
Trainer	\$	61,800

<b>Utility/Fueler/Washers</b>	<b>\$</b>	<b>128,158</b>
<b>Maintenance Parts Clerk</b>	<b>\$</b>	<b>39,720</b>
<b>Subtotal</b>	<b>\$</b>	<b>7,128,739</b>
<b>Employee benefits</b>	<b>\$</b>	<b>1,385,191</b>
Drivers: Medical Dental, Vision,401K etc.	\$	342,176
Drivers: Taxes, FICA, FUTA , SUI , W/C	\$	765,722
Staff: Medical Dental, Vision,401K etc.	\$	91,073
Staff: Taxes, FICA, FUTA , SUI , W/C	\$	186,220

<b>Total Labor Costs</b>	<b>\$</b>	<b>8,513,930</b>
<b>Administrative Costs</b>		
<b>Training</b>	<b>\$</b>	<b>19,492</b>
Travel	\$	4,800
Recruiting and Hiring Expense	\$	14,692

<b>Materials and Supplies</b>	<b>\$</b>	<b>202,683</b>
Allowances_(Tools/Uniform/Safety)	\$	28,340
Fuel_Diesel	\$	-
Tires	\$	-
Allowances_(Tools/Uniform/Safety)	\$	5,560

Repair_Parts	\$	264,717
Other_Shop_Supplies	\$	41,029
Other_Tax	\$	22,497
Safety_Expense	\$	3,177
Copier_Expense	\$	6,480
MIS_Svc/Supplies	\$	4,800
Postage	\$	3,600
Misc_Admin_Exp	\$	7,200
Parts Charge Back	\$	(184,717)

Property expenses	\$	-
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Printing	\$	14,400
Stationary_&_Supply	\$	12,000
Printing_Costs	\$	2,400

Vehicle Liability Insurance	\$	574,616
Software/Tech Support	\$	114,399
IT Support	\$	16,099
Drivecam	\$	76,580
IVR (XXX Voice Recognition)	\$	21,720

Telephone	\$	5,000
Tele_Exp_Local_Billing	\$	-
Telephone_Cellular	\$	5,000

Employee Welfare	\$	11,018
Outside Vehicle Services	\$	113,219
Phys_Damage	\$	21,000
Svc_Auto_Exp	\$	11,859
Bus_Wash_OS_Service	\$	80,360
Radio_Lease	\$	-

Payroll Service (ADP)	\$	9,572
Environmental Charges (Strata)	\$	6,002
Management Fee/Overhead	\$	348,538
Total Administrative Costs	\$	1,418,940
<b>TOTAL LABOR PLUS ADMINISTRATIVE</b>	\$	<b>9,932,870</b>
<b>SERVICE HOUR RATE (Total/280,000 hours)</b>	\$	<b>35.47</b>
<b>NON PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$	<b>51.78</b>

The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.

First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.

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Authorized Signature

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Date



<b>COST PROPOSAL: DETAIL FORM</b>		
<b>OPERATIONS AND MAINTENANCE CENTER AT 249 WAWARME AVENUE, HARTFORD</b>		
A separate detail form is to be completed for each of the five years of the contract term		
Contract Year	July 1, 2015 to June 30, 2016	
<b>Fixed fee</b>		
key staff salaries	\$	480,300
key staff benefits	\$	89,900
insurance	\$	23,927
management fee / overhead	\$	408,921
Property expenses	\$	85,836
Office Equipment/Furniture	\$	2,208
Other (list)		
Trapeze Software Migration Fee	\$	5,000
Shop Equipment and support vehicle	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>1,096,092</b>
<b>MONTHLY FEE (Total/12)</b>	<b>\$</b>	<b>91,341</b>
<p><b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.</p>		
<b>Labor Costs</b>		
Vehicle operators	\$	5,660,182
Mechanics	\$	181,810
Dispatchers/reservationists/schedulers	\$	873,765
Vehicle Liability Insurance	\$	245,104
Utility/Fueler/Washers	\$	128,158
Maintenance Parts Clerk	\$	39,720
Subtotal	\$	7,128,739
Employee benefits	\$	1,385,191
<b>Total Labor Costs</b>	<b>\$</b>	<b>8,513,930</b>
<b>Administrative Costs</b>		
Training	\$	19,492
Materials and Supplies	\$	202,683
Property expenses	\$	-
Printing	\$	14,400
Vehicle Liability Insurance	\$	574,616
Software/Tech Support	\$	114,399
Telephone	\$	5,000
Employee Welfare	\$	11,018
Outside Vehicle Services	\$	113,219
Payroll Service	\$	9,572
Environmental Charges	\$	6,002
Management Fee/Overhead	\$	348,538
<b>Total Administrative Costs</b>	<b>\$</b>	<b>1,418,940</b>
<b>TOTAL LABOR PLUS ADMINISTRATIVE</b>	<b>\$</b>	<b>9,932,870</b>
<b>SERVICE HOUR RATE (Total/280,000 hours)</b>	<b>\$</b>	<b>35.47</b>
<b>NON PREVENTIVE MAINTENANCE HOURLY RATE</b>	<b>\$</b>	<b>51.78</b>
<p>The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.</p>		

First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.

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Authorized Signature

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Date

**COST PROPOSAL: DETAIL FORM**

**OPERATIONS AND MAINTENANCE CENTER AT 249 WAWARME AVENUE, HARTFORD**

A separate detail form is to be completed for each of the five years of the contract term

Contract Year	July 1 ,2016 to June 30, 2017	
<b>Fixed fee</b>		
key staff salaries	\$	489,906
key staff benefits	\$	94,277
insurance	\$	24,362
management fee / overhead	\$	417,825
Property expenses	\$	87,982
Office Equipment/Furniture	\$	2,208
Other (list)		
Trapeze Software Migration Fee	\$	5,000
Shop Equipment and support vehicle	\$	-
<b>TOTAL</b>	\$	1,121,560
<b>MONTHLY FEE (Total/12)</b>	\$	93,463

**Service Hour Rate:** this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.

<b>Labor Costs</b>		
Vehicle operators	\$	5,743,391
Mechanics	\$	184,444
Dispatchers/reservationists/schedulers	\$	895,458
Vehicle Liability Insurance	\$	249,516
Utility/Fueler/Washers	\$	132,973
Maintenance Parts Clerk	\$	40,435
Subtotal	\$	7,246,217
Employee benefits	\$	1,431,335
<b>Total Labor Costs</b>	\$	8,677,551
<b>Administrative Costs</b>		
Training	\$	18,052
Materials and Supplies	\$	212,110
Property expenses	\$	-
Printing	\$	14,760
Vehicle Liability Insurance	\$	585,876
Software/Tech Support	\$	117,259
Telephone	\$	5,000
Employee Welfare	\$	11,308
Outside Vehicle Services	\$	116,081
Payroll Service	\$	9,811
Environmental Charges	\$	6,152
Management Fee/Overhead	\$	355,941
<b>Total Administrative Costs</b>	\$	1,452,351
<b>TOTAL LABOR PLUS ADMINISTRATIVE</b>	\$	10,129,902
<b>SERVICE HOUR RATE (Total/280,000 hours)</b>	\$	36.18
<b>NON PREVENTIVE MAINTENANCE HOURLY RATE</b>	\$	53.02

The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.

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Authorized Signature

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Date



<b>COST PROPOSAL: DETAIL FORM</b>	
<b>OPERATIONS AND MAINTENANCE CENTER AT 249 WAWARME AVENUE, HARTFORD</b>	
A separate detail form is to be completed for each of the five years of the contract term	
Contract Year	July 1, 2017 to June 30, 2018
<b>Fixed fee</b>	
key staff salaries	\$ 499,704
key staff benefits	\$ 98,896
insurance	\$ 24,854
management fee / overhead	\$ 428,252
Property expenses	\$ 90,181
Office Equipment/Furniture	\$ 2,208
Other (list)	
Trapeze Software Migration Fee	\$ 5,000
Shop Equipment and support vehicle	\$ -
<b>TOTAL</b>	<b>\$ 1,149,095</b>
<b>MONTHLY FEE (Total/12)</b>	<b>\$ 95,758</b>
<b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.	
<b>Labor Costs</b>	
Vehicle operators	\$ 5,861,479
Mechanics	\$ 187,083
Dispatchers/reservationists/schedulers	\$ 910,873
Vehicle Liability Insurance	\$ 254,007
Utility/Fueler/Washers	\$ 135,367
Maintenance Parts Clerk	\$ 41,163
Subtotal	\$ 7,389,971
Employee benefits	\$ 1,483,014
<b>Total Labor Costs</b>	<b>\$ 8,872,986</b>
<b>Administrative Costs</b>	
Training	\$ 18,701
Materials and Supplies	\$ 222,800
Property expenses	\$ -
Printing	\$ 15,129
Vehicle Liability Insurance	\$ 598,301
Software/Tech Support	\$ 120,191
Telephone	\$ 5,000
Employee Welfare	\$ 11,591
Outside Vehicle Services	\$ 119,097
Payroll Service	\$ 10,057
Environmental Charges	\$ 6,306
Management Fee/Overhead	\$ 364,827
<b>Total Administrative Costs</b>	<b>\$ 1,492,000</b>
<b>TOTAL LABOR PLUS ADMINISTRATIVE</b>	<b>\$ 10,364,986</b>
<b>SERVICE HOUR RATE (Total/280,000 hours)</b>	<b>\$ 37.02</b>
<b>NON PREVENTIVE MAINTENANCE HOURLY RATE</b>	<b>\$ 54.30</b>
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.	

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Authorized Signature

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Date





<b>COST PROPOSAL: DETAIL FORM</b>	
<b>OPERATIONS AND MAINTENANCE CENTER AT 249 WAWARME AVENUE, HARTFORD</b>	
A separate detail form is to be completed for each of the five years of the contract term	
Contract Year	July 1, 2019 to June 30, 2020
<b>Fixed fee</b>	
key staff salaries	\$ 519,892
key staff benefits	\$ 108,916
insurance	\$ 25,860
management fee / overhead	\$ 446,624
Property expenses	\$ 94,747
Office Equipment/Furniture	\$ 2,208
Other (list)	
Trapeze Software Migration Fee	\$ 5,000
Shop Equipment and support vehicle	\$ -
<b>TOTAL</b>	<b>\$ 1,203,246</b>
<b>MONTHLY FEE (Total/12)</b>	<b>\$ 100,271</b>
<b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.	
<b>Labor Costs</b>	
Vehicle operators	\$ 6,045,231
Mechanics	\$ 192,365
Dispatchers/reservationists/schedulers	\$ 942,618
Vehicle Liability Insurance	\$ 263,233
Utility/Fueler/Washers	\$ 140,284
Maintenance Parts Clerk	\$ 42,658
Subtotal	\$ 7,626,390
Employee benefits	\$ 1,586,341
<b>Total Labor Costs</b>	<b>\$ 9,212,731</b>
<b>Administrative Costs</b>	
Training	\$ 19,648
Materials and Supplies	\$ 236,906
Property expenses	\$ -
Printing	\$ 15,895
Vehicle Liability Insurance	\$ 623,802
Software/Tech Support	\$ 126,275
Telephone	\$ 5,000
Employee Welfare	\$ 12,178
Outside Vehicle Services	\$ 124,806
Payroll Service	\$ 10,566
Environmental Charges	\$ 6,625
Management Fee/Overhead	\$ 380,002
<b>Total Administrative Costs</b>	<b>\$ 1,561,703</b>
<b>TOTAL LABOR PLUS ADMINISTRATIVE</b>	<b>\$ 10,774,434</b>
<b>SERVICE HOUR RATE (Total/280,000 hours)</b>	<b>\$ 38.48</b>
<b>NON PREVENTIVE MAINTENANCE HOURLY RATE</b>	<b>\$ 57.00</b>
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.	

First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.

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Authorized Signature

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Date

<b>COST PROPOSAL: DETAIL FORM</b>		
<b>OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD</b>		
A separate detail form is to be completed for each of the five years of the contract term		
Contract Year	July 1 ,2016 to June 30, 2017	
<b>Fixed fee</b>		
key staff salaries	\$	489,906
key staff benefits	\$	94,277
insurance	\$	24,362
management fee / overhead	\$	417,825
Property expenses	\$	16,626
Office Equipment/Furniture	\$	2,208
Other (list)		
Trapeze Software Migration Fee	\$	5,000
Shop Equipment and support vehicle	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>1,050,203</b>
<b>MONTHLYFEE (Total/12)</b>	<b>\$</b>	<b>87,517</b>
<b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.		
<b>Labor Costs</b>		
Vehicle operators	\$	5,743,391
Mechanics	\$	184,444
Dispatchers/reservationists/schedulers	\$	895,458
Vehicle Liability Insurance	\$	249,516
Utility/Fueler/Washers	\$	132,973
Maintenance Parts Clerk	\$	40,435
Subtotal	\$	7,246,217
Employee benefits	\$	1,431,335
<b>Total Labor Costs</b>	<b>\$</b>	<b>8,677,551</b>
<b>Administrative Costs</b>		
Training	\$	18,052
Materials and Supplies	\$	212,110
Property expenses	\$	-
Printing	\$	14,760
Vehicle Liability Insurance	\$	585,876
Software/Tech Support	\$	117,259
Telephone	\$	5,000
Employee Welfare	\$	11,308
Outside Vehicle Services	\$	116,081
Payroll Service	\$	9,811
Environmental Charges	\$	6,152
Management Fee/Overhead	\$	355,941
<b>Total Administrative Costs</b>	<b>\$</b>	<b>1,452,351</b>
<b>TOTAL LABOR PLUS ADMINISTRATIVE</b>	<b>\$</b>	<b>10,129,902</b>
<b>SERVICE HOUR RATE (Total/280,000 hours)</b>	<b>\$</b>	<b>36.18</b>
<b>NON PREVENTIVE MAINTENANCE HOURLY RATE</b>	<b>\$</b>	<b>53.02</b>
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.		

**First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.**

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Authorized Signature

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Date



<b>COST PROPOSAL: DETAIL FORM</b>	
<b>OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD</b>	
A separate detail form is to be completed for each of the five years of the contract term	
Contract Year	July 1, 2017 to June 30, 2018
<b>Fixed fee</b>	
key staff salaries	\$ 499,704
key staff benefits	\$ 98,896
insurance	\$ 24,854
management fee / overhead	\$ 428,252
Property expenses	\$ 17,041
Office Equipment/Furniture	\$ 2,208
Other (list)	
Trapeze Software Migration Fee	\$ 5,000
Shop Equipment and support vehicle	\$ -
TOTAL	\$ 1,075,955
MONTHLYFEE (Total/12)	\$ 89,663
<b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.	
<b>Labor Costs</b>	
Vehicle operators	\$ 5,861,479
Mechanics	\$ 187,083
Dispatchers/reservationists/schedulers	\$ 910,873
Vehicle Liability Insurance	\$ 254,007
Utility/Fueler/Washers	\$ 135,367
Maintenance Parts Clerk	\$ 41,163
Subtotal	\$ 7,389,971
Employee benefits	\$ 1,483,014
Total Labor Costs	\$ 8,872,986
<b>Administrative Costs</b>	
Training	\$ 18,701
Materials and Supplies	\$ 222,800
Property expenses	\$ -
Printing	\$ 15,129
Vehicle Liability Insurance	\$ 598,301
Software/Tech Support	\$ 120,191
Telephone	\$ 5,000
Employee Welfare	\$ 11,591
Outside Vehicle Services	\$ 119,097
Payroll Service	\$ 10,057
Environmental Charges	\$ 6,306
Management Fee/Overhead	\$ 364,827
Total Administrative Costs	\$ 1,492,000
TOTAL LABOR PLUS ADMINISTRATIVE	\$ 10,364,986
SERVICE HOUR RATE (Total/280,000 hours)	\$ 37.02
NON PREVENTIVE MAINTENANCE HOURLY RATE	\$ 54.30
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.	

**First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.**

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Authorized Signature

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Date

<b>COST PROPOSAL: DETAIL FORM</b>	
<b>OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD</b>	
A separate detail form is to be completed for each of the five years of the contract term	
Contract Year	July 1 ,2018 to June 30, 2019
<b>Fixed fee</b>	
key staff salaries	\$ 509,698
key staff benefits	\$ 103,770
insurance	\$ 25,354
management fee / overhead	\$ 436,612
Property expenses	\$ 17,467
Office Equipment/Furniture	\$ 2,208
Other (list)	
Trapeze Software Migration Fee	\$ 5,000
Shop Equipment and support vehicle	\$ -
TOTAL	\$ 1,100,109
MONTHLYFEE (Total/12)	\$ 91,676
<b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.	
<b>Labor Costs</b>	
Vehicle operators	\$ 5,932,768
Mechanics	\$ 189,724
Dispatchers/reservationists/schedulers	\$ 926,591
Vehicle Liability Insurance	\$ 258,579
Utility/Fueler/Washers	\$ 137,803
Maintenance Parts Clerk	\$ 41,904
Subtotal	\$ 7,487,369
Employee benefits	\$ 1,531,305
Total Labor Costs	\$ 9,018,674
<b>Administrative Costs</b>	
Training	\$ 19,169
Materials and Supplies	\$ 229,759
Property expenses	\$ -
Printing	\$ 15,507
Vehicle Liability Insurance	\$ 610,944
Software/Tech Support	\$ 123,195
Telephone	\$ 5,000
Employee Welfare	\$ 11,881
Outside Vehicle Services	\$ 121,829
Payroll Service	\$ 10,308
Environmental Charges	\$ 6,464
Management Fee/Overhead	\$ 371,609
Total Administrative Costs	\$ 1,525,664
TOTAL LABOR PLUS ADMINISTRATIVE	\$ 10,544,338
SERVICE HOUR RATE (Total/280,000 hours)	\$ 37.66
NON PREVENTIVE MAINTENANCE HOURLY RATE	\$ 55.63
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.	

First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.

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Authorized Signature

\_\_\_\_\_  
Date



<b>COST PROPOSAL: DETAIL FORM</b>		
<b>OPERATIONS AND MAINTENANCE CENTER AT 148 ROBERTS STREET, EAST HARTFORD</b>		
A separate detail form is to be completed for each of the five years of the contract term		
Contract Year	July 1, 2019 to June 30, 2020	
<b>Fixed fee</b>		
key staff salaries	\$	519,892
key staff benefits	\$	108,916
insurance	\$	25,860
management fee / overhead	\$	446,624
Property expenses	\$	17,904
Office Equipment/Furniture	\$	2,208
Other (list)		
Trapeze Software Migration Fee	\$	5,000
Shop Equipment and support vehicle	\$	-
TOTAL	\$	1,126,403
MONTHLYFEE (Total/12)	\$	93,867
<b>Service Hour Rate:</b> this is to be an inclusive rate, in accordance with the technical specification requirement. The only items not to be included are those covered in the fixed monthly rate, above.		
<b>Labor Costs</b>		
Vehicle operators	\$	6,045,231
Mechanics	\$	192,365
Dispatchers/reservationists/schedulers	\$	942,618
Vehicle Liability Insurance	\$	263,233
Utility/Fueler/Washers	\$	140,284
Maintenance Parts Clerk	\$	42,658
Subtotal	\$	7,626,390
Employee benefits	\$	1,586,341
Total Labor Costs	\$	9,212,731
<b>Administrative Costs</b>		
Training	\$	19,648
Materials and Supplies	\$	236,906
Property expenses	\$	-
Printing	\$	15,895
Vehicle Liability Insurance	\$	623,802
Software/Tech Support	\$	126,275
Telephone	\$	5,000
Employee Welfare	\$	12,178
Outside Vehicle Services	\$	124,806
Payroll Service	\$	10,566
Environmental Charges	\$	6,625
Management Fee/Overhead	\$	380,002
Total Administrative Costs	\$	1,561,703
TOTAL LABOR PLUS ADMINISTRATIVE	\$	10,774,434
SERVICE HOUR RATE (Total/280,000 hours)	\$	38.48
NON PREVENTIVE MAINTENANCE HOURLY RATE	\$	57.00
The hourly rate should be all inclusive for labor required for nonpreventive or unscheduled maintenance activities. The hourly labor rate should not include parts.		

First Transit's pricing has been based on the assumption that GHTD will pay for the MDT's for the replacement buses for the CCRPA service.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**EXHIBIT B**

**FEDERALLY REQUIRED CONTRACT CLAUSES**



## FEDERALLY REQUIRED CONTRACT CLAUSES

### **No Obligation by the Federal Government.**

(1) The District 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 District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

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

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

### **Access to Records** - The following access to records requirements apply to this Contract:

1. In accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the District, 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.

4. Where the District 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 District, 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 District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

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

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

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

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending



Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

### **Termination**

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

**b. Termination for Default.** If the Contractor refuses or fails to prosecute the work 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, the District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the District 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 Recipient 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 Recipient 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 Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the District 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 District.

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

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

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

The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor or Contractor knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or Contractor 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 Contractor or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**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 District's Executive Director. 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 Executive Director. 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 Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.



**Performance During Dispute** - Unless otherwise directed by the District, 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 of damage.

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

**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 District, Gregg Wies & Gardner Architects, LLC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**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 (**see page 14 of this RFP**) 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 recipient.

**Clean Air** - (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 District and understands and agrees that the District 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.

**Clean Water** - (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 seq. The Contractor agrees to report each violation to the District and understands and agrees that the District 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.

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

**Fly America Requirements** - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients 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.

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.3%.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy



as the District deems appropriate. Each subcontract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful Contractor/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subContractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor may not hold retainage from its subContractors.

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

**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.

**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

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

**Contracts Involving Federal Privacy Act Requirements** - 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.

**Transit Employee Protective Provisions.** (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.

**Drug and Alcohol Testing** - The contractor agrees to:

*(a) participate in the Connecticut Drug and alcohol Testing Consortium program established in compliance with 49 CFR 653 and 654.*

(b) produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Connecticut Department of Transportation, or the Greater Hartford Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654.

The contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1<sup>st</sup> and to submit the Management Information System (MIS) reports before February 15<sup>th</sup> to the Greater Hartford Transit District. 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 before July 1<sup>st</sup> a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to the use of the consortium.

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

**EXHIBIT C**

**CONNECTICUT REQUIRED CONTRACT PROVISIONS**



## STATE OF CONNECTICUT GRANT REQUIREMENTS

**Small Business Enterprises.** In connection with the performance of this Agreement, the Consultant shall cooperate with the District in meeting its commitments and goals with regard to the maximum utilization of small business enterprises ("SBEs"), as defined in Section 4a-60 of the Connecticut General Statutes, and will use its best efforts to insure that SBEs shall have the maximum practicable opportunity to compete for any sub-contract work under this Agreement.

The District has agreed with the Connecticut Department of Transportation to include in the Agreement the Special Provisions Requirements of Section 46a-68j-30(9) of the Contract Compliance Regulations.

The Contractor agrees to ensure that small business enterprises as defined in Section 4a-60 of the Connecticut General Statutes have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided under this agreement. In this regard all recipients or contractors shall take necessary and reasonable steps in accordance with Section 4a-60 of the Connecticut General Statutes to ensure that small business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (the District) deems appropriate.

**Non-Discrimination in Employment and Affirmative Action.** In connection with the carrying out of the Project the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during their preemployment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The provisions of Executive Order No. 11246 of September 21, 1965, as amended, and all rules, regulations and orders of the Federal government issued pursuant thereto are incorporated herein by reference and made a part hereof. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-4) and all requirements imposed by Title 49 C.F.R. part 21 and other pertinent directives of the federal government to the end that no person shall on the grounds of race, color, sex or national origin be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under the Project.

The District has agreed with the Connecticut Department of Transportation ("CTDoT") to include in this Agreement the following Sections from the Agreement between the District and CTDoT:

Section 32 Civil Rights. (b)(1) The Second Party (the "District and its Operator") agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by



such Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Second Party further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Second Party that such disability prevents performance of the work involved; (2) the Second Party agrees, in all solicitations or advertisements for employees placed by or on behalf of the Second Party, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Second Party agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.

Section 33. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a.60 of the Connecticut General Statutes, (1) the Second Party agrees and warrants that in the performance of the contract such Second Party will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Second Party agrees to provide each labor union or representative of workers with which such Second Party has a collective bargaining agreement or other contract or understanding and each vendor with which such Second Party has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Second Party's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Second Party agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Second Party agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Second Party as they relate to the provisions of this section and § 46a-56.



**Non-Discrimination on the Basis of Disability.** The Consultant shall insure that all fixed facility construction or alteration and all new equipment purchased to provide the Services comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, set forth at Title 49, Code of Federal Regulations, Part 27, and any amendments thereto.

The Agreement shall be deemed to include the CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS including but not limited to Equal Employment Opportunity Responsibilities, Policy on SBEs, and Code of Ethics, incorporated herein by reference, and all requirements upon consultants and contractors of the "Second Party" (the "District") set forth in said PROVISIONS shall be deemed requirements upon the Consultant hereunder. In any event, the Consultant shall do nothing which would cause the District to be in violation of the requirements upon it, as the "Second Party" under said PROVISIONS.

**EXHIBIT C – PROCUREMENT AND APPEALS PROCESS**



## GHTD Procurement Procedures and Appeals Process

It is the policy of the Greater Hartford Transit District that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is the District's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and District Policies.

The District has established these pre-bid, pre-award, and post-award procurement protest policy and procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration.

### 1. Pre-Bid

A pre-bid or solicitation phase protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial notice and/or solicitation published by the District requesting bids or proposals from vendors or other interested parties..

### 2. Pre-award

A pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

### 3. Post-Award

A post-award protest is a protest received after award of a contract. A post-award protest must be received within 5 business days of the notification of the award. A post-award protest generally alleges a violation of applicable federal or state law and/or District policy or procedures relative to the seeking, evaluating and/or awarding of the contract. Each Proposer will be notified by first class mail of the decision of the District as to the selection of firm under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

It is the policy of the District not to proceed with the award phase of any procurement if there is a pending protest.

All Protests must be filed in writing to:

Vicki L. Shotland, Executive Director  
Greater Hartford Transit District  
One Union Place  
Hartford, CT 06103

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation

Greater Hartford Transit District, Vicki L. Shotland, Executive Director or designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Executive Director or Designee must be in writing and shall include a response to each substantive issue raised in the Protest. The Executive Director's decision shall constitute the District's final administrative determination.

If the District postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the District will notify,

via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal has been filed and the due date for Bid submission shall be postponed until the District has issued its final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

A Protester must exhaust all administrative remedies with the District before pursuing a protest with the Federal Transit Administration (FTA). Reviews of protests by the FTA will be limited to (1) failure to have or to follow the District's protest procedures or failure to review a complaint or Protest or (2) violations of Federal law or regulation.

A Protest Appeal to FTA must be received within five (5) working days of the date of the final decision by the Greater Hartford Transit District is rendered. The appeal must be in writing and must include the name and address of the protestor, cite the District as the grantee, the number of the solicitation, a statement of the grounds for protest and any supporting documentation, including a copy of the local Protest filed with the District and a copy of the District's decision, if any. Protest appeals should be filed with:

Federal Transit Administration Region 1 Office,  
Kendall Square  
Attention: Procurement Appeal  
55 Broadway, Suite 920  
Cambridge, MA 02142-1093

Upon receipt of a notice that an appeal has been submitted to FTA prior to the award of a contract, the District will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the District will contact all Proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date.

Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.



**EXHIBIT D**  
**SERVICE POLICIES AND PENALTIES**

# SERVICE POLICIES AND STANDARDS

## 1. SERVICE POLICIES

### A. Eligible Trips

- It will be the responsibility of the Contractor to determine the eligibility of the requested trip, pursuant to the parameters set forth under ADA regulations.
- The District reserves the right to make a final decision in regards to the eligibility of a scheduled ADA trip.

### B. Reservations

- Reservations are taken from a maximum of five (5) days up to the day before a trip needs to be provided.
- Reservations are taken from 8 am to 5 pm seven days a week.
- The Contractor is expected to handle requests for same day transportation services on a space and time available basis.

### C. Scheduled Pick-Up Time

At the time that the Contractor accepts a passenger's trip request, the passenger will be informed of the scheduled date and pick-up window. The pick-up window is a half hour period that brackets the scheduled pick up time.

The Contractor shall arrive as close as possible to the scheduled pick-up time as indicated on the vehicle manifest/schedule and within the published thirty (30) minute pick-up window as identified on the vehicle manifest/schedule.

### D. Boarding Time

If the vehicle arrives within the pick-up window, a passenger has five (5) minutes to board the vehicle (unless additional boarding time is indicated on the Manifest or Schedule).

If the passenger fails to board during this pick-up window, the driver will notify the dispatcher who is responsible for contacting the passenger and determining if the passenger is to be charged with a "No-Show". If so, the dispatcher is responsible for entering the "No-Show" into the computerized system (within 5 minutes of the occurrence) and then directing the driver to continue with the route.

### E. Door-to-Door Service

The Contractor is required to provide door-to-door service.

The Contractor is required to ensure that the driver goes to the door or main lobby of the passenger's origin and informs the passenger of his/her presence except in situations in which such assistance would not be safe for passengers remaining in the vehicle, in these cases the driver should contact dispatch for further assistance. The driver must not lose sight of his/her vehicle at any time. In addition, the driver is required to provide similar assistance between the vehicle and the front door or main lobby of the passenger's destination. Door to door service is to be provided unless a passenger specifically states that he or she does not wish to be assisted.



## **F. Assistance to be Provided**

Drivers must assist passengers, upon request, in getting to, on, off and from the vehicle. This assistance may include:

- Lending a supporting arm, guiding, and assisting up or down steps.
- Drivers may not assist passengers in wheelchairs up or down more than one step. (See GHTD Policy # 52 ADA Wheelchair Regulations).
- Drivers are required to help carry packages weighing not more than thirty-five pounds in total. (See GHTD Policy #48 Shopping Bag Policy.)
- Drivers are prohibited from lifting or carrying passengers and/or their children, Personal Care Attendants and Companions.
- Drivers are prohibited from entering any passenger residence while on duty, going beyond the lobby of any public building, or performing any other type of service other than those require by law.

The Contractor(s) is required to transport scheduled Personal Care Attendants (PCA's) and Companions with eligible passengers.

The companions are to be treated as a passenger, and must pay fares. A PCA must be capable of providing any assistance required and does not pay a fare. Both PCAs and companions must be picked up and dropped off at the same location and time as the rider.

The Contractor must comply with regulations prohibiting smoking on public transit vehicles, and the Contractor must ensure that no open food or beverages are permitted on board vehicles. Note – some passengers are permitted to eat and drink due to their disabilities

## **G. Service Animals**

The Contractor is required to transport service animals, in accordance with State and Federal Laws.

Service animals are to be properly leashed and/or harnessed and under the control of their handlers at all times. (Reference GHTD Policy #44.)

## **H. Other Passengers**

The Contractor is prohibited from transporting anyone not specifically authorized by the District, in the performance of this contract. All non-Contractor personnel on the vehicle must be reported as either: passengers, companions or Personal Care Attendants (PCA's).

## **I. Transporting Packages**

The Contractor is required to transport packages belonging to passengers as long as the passenger is on board with his/her package and as long as the package fits on the passenger's lap or beneath his/her seat.

Package limitation: no more than thirty-five (35) pounds, with a limit of three (3) plastic bags or two (2) brown paper bags. (Reference GHTD Policy #48).

The Contractor is prohibited from transporting illegal controlled substances (excluding prescription medication), hazardous materials, fire arms or explosive devices.

## **2. PERFORMANCE STANDARDS AND PENALTIES**

The District desires that the Contractor provide safe, timely and reliable transit service. This includes completing all trips and operating within the specified arrival and departure times. One goal of this service is to provide reliable, efficient, and effective transportation in a courteous manner for the residents of the service area. The Contractor shall take all actions necessary to accomplish this goal while minimizing the cost of the service to the District. The Contractor is required to assist the District in maximizing passenger productivity for this system. The Contractor is required to dispatch all trips so that the number of passengers carried per mile or per hour will be optimized. Drivers and dispatchers shall coordinate the provision of service in a manner that will optimize the number of passengers carried and minimize circuitous routing while maintaining on-time performance.

The District may assess penalties for inadequate performance, such as failure to adhere to schedule and failure to address in-service failures adequately. Identified below are the performance failures that the District anticipates would give rise to the assessment of penalties. In addition, the anticipated amount of penalty for each violation is identified. The specific penalties to be applicable to Contract performance will be set forth in the Contract.

The District may, at its discretion, assess such penalties on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. The District will provide the Contractor with prior notice of the penalties to be assessed and will consider documented information from the Contractor that outlines any exception(s) to the assessment based on evidence that demonstrates circumstances beyond the control of the Contractor

The performance failures set forth below may result in an assessment of liquidated damages to the Contractor:

### **A. CALL CENTER**

- The Contractor's call center must accommodate ninety two (92%) percent of all incoming calls with a live operator within one (1:00) minute.
- Abandoned calls must be less than 5 %
- Penalties: \$10 per call for hold times that exceed 2 minutes.

The above two (2) performance standards will be measured on a calendar month basis.

- To the maximum extent possible, all trips should be scheduled and confirmed during the initial phone call.

Telephone coverage will be monitored via a telephone sequencer device. Telephone reports will be reviewed to ensure adequate telephone coverage and customer service.

### **B. ONTIME PERFORMANCE AND MISSED TRIPS**

On time performance will be measured at the pick-up point. On time performance will be determined based upon a review of all service for the calendar month. Sufficient drivers shall be available at all times to operate the number of vehicles necessary to meet all trip requests and level of service as required for the service. No trips shall be dropped or missed due to the unavailability of drivers.



- **On time performance** shall be defined as a vehicle arriving at the correct passenger location within the designated 30 minute pick up time. The Standard is 95% on time, penalties will be assessed if on time performance drops below 90%. A penalty of \$100 will be charged for every 0.10 of 1% below 90% per day.
  - **Early trips:** the Contractor will be charged with a valid early vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule. In these instances, the Contractor is required to wait until fifteen minutes before the scheduled pick-up time as shown on the vehicle manifest/schedule before going to the passenger's door; however, the passenger is free to travel early if he/she is aware of the Contractor presence and chooses to travel early (but is not required to do so). The District's acceptable level of early trips is 10%. Early trips that exceed 10% will be considered not on time.
  - **Late trips:** The Contractor will be charged with a valid late vehicle complaint when its vehicle arrives to transport a passenger more than fifteen (15) minutes after the scheduled pick-up time as shown on the vehicle manifest/schedule (ie, after the close of the pick-up window.)
- **Missed trip:** The Contractor will be charged with a missed trip when its vehicle arrives to transport a rider more than thirty (30) minutes after the close of the pick-up window.
  - The Contractor is expected to miss zero (0) percent of all trips. The penalty will be \$75 for each missed trip and the missed trip count will include trips cancelled by the passenger due to lateness.
  - Scheduled service requests that are not performed due to inclement weather or vehicle incident will not be recorded as a missed trip. Contractor is expected to document the circumstances that resulted in a trip not being performed as scheduled.

### C. TRIP DENIALS

Should the Contractor be unable to accommodate a passenger's requested time for an ADA eligible trip, the Contractor may negotiate pick up and return times with the individual, but the Contractor shall not require an ADA eligible person to schedule a trip to begin more than one hour before or after the individual's requested departure time. All trip requests that the Contractor is unable to honor within the one hour negotiation window must be recorded as a denial and reported to the District monthly. Even if the passenger accepts the time change and service is provided, any trip that cannot be scheduled within the one hour window, must be tracked as a denial. If only one leg of a round trip request can be reserved, and the individual declines the trip, it should be recorded as two denials.

If the passenger refuses an alternate time that is within the one-hour window, it is not a denial for the purposes of ADA compliance.

The standard is zero (0) denials.

### D. SERVICE DELIVERY

- **Dwell Time:** Drivers are expected to wait 5 minutes for passengers to appear before calling dispatch. A penalty of \$50 per instance will be charged for failure to wait at least 5 minutes

- **Client Assistance:** Drivers are required to provide door to door assistance and to provide assistance with or without packages. A penalty of \$500 will be assessed for each failure to provide required assistance.
- **Improper drop off:** Drivers are required to deliver passengers to the appropriate address. A penalty of \$250 will be charged for every instance of dropping a passenger at the wrong address.
- **Early Departure:** If a driver does not wait for a passenger for the full five (5) minutes before the departing a pick up location. A Penalty of \$50 will be charged.
- **Unauthorized drop off:** Drivers are required to drop passengers off at authorized locations only. Dropping off a passenger to an addressed requested by the passenger without prior approval from the Dispatch Office is a violation. Penalty \$250.

#### E. EXCESSIVE RIDE LENGTH

- Paratransit passengers' ride time on vehicle must not be excessive. Ride time shall be defined as the length of time a passenger is on board a vehicle from the time of the actual pick up to the actual drop off time. Excessive ride length is defined as ride length that is unreasonably longer than a fixed route trip to and from the same origin and destination at the same time of day. (Reference GHTD Policy #46, Riders Trip Length on vehicle.). A penalty of \$100 will be charged for every instance an excessive ride time trip occurs.

#### F. SAFETY

- **Proper Securement:** Improper securement of a mobility device. Penalty of \$500 will be charged for each violation.
- **Stopping:** Performing rolling stops or not stopping at stop signs. Penalty: \$500
- **Violation of Traffic signal:** Violating a red traffic signal. Penalty of \$500 will be charged for each violation.
- **Reckless Endangerment:** Reckless driving of vehicles with or without passengers. Penalty \$500
- **Violation of Speed Limit:** Violation of speed limits by operating a vehicle five (5) or more miles above the posted speed limit. Penalty of \$500 will be charged for each violation.
- **Unattended Vehicle:** Leaving a vehicle unattended out of the driver's sight while vehicle is turned on. Penalty of \$250 will be charged for each violation
- **Illegal Turns:** Using illegal areas to turn a vehicle around. Penalty of \$20 will be charged for each violation

#### G. REPORTS

- **Monthly reports and invoices:** must be at the District no later than the 10th calendar day after the reporting period. The Contractor is not to falsify data. If the Contractor fails to meet the standard for timely submission of reports for three (3) consecutive months, the Contractor is in breach of its contract with the District and is subject to the default provisions of the Contract. Any information reported differently from authorized observers or trips have not been taken yet reported as such shall be grounds for immediate termination of contract. A penalty of \$50 will be charged for invoices submitted after the 10<sup>th</sup> of the month.



- **Verifiable billing information:** It is the Contractor's responsibility to ensure the validity of all system data through the final trip edit/audit process. Failure to meet the accuracy standards on a monthly basis will result in a penalty of \$5,000 and an assessment of \$1,000.00 per month for any additional month.

## H. CUSTOMER SERVICE

- **Complaints:** The Contractor is expected to be charged with no more than two and a half (2.5) valid complaints per one thousand (1,000) trips provided. Complaints will be tallied each month indicating the total number of valid complaints. Penalty: \$250 when monthly complaints exceeding 2.6 per 1000.
  - **Late Investigation:** any valid complaint that has not been returned to the District fully investigated within five (5) days of the initial complaint. Penalty: \$50 for late investigations.
- **Employees:** If the Contractor permits any employee who is the subject of five (5) or more valid customer complaints during any consecutive three (3) month period, to remain in a public contact position for paratransit services, the District shall assess a penalty of \$50.00 per day for every day that the employee remains in contact with passengers without documented sensitivity training.

## I. STAFFING

Providing for requirements outlined in this RFP, the Contractor shall be required to fill a key personnel position within thirty (30) days of the date of vacancy of the position. The vacancy may be temporarily filled, if necessary, with an interim individual whose qualifications meet the requirements of the position while a more extensive search is conducted. Failure to provide a replacement for a key personnel position(s) within 30 days shall result in a deduction of the salary and benefits of the individual(s) plus \$100.00 per day that the position(s) remains unfilled. If any of these positions are not filled thirty (30) days prior to the start of service, the liquidated damage will be the salary and benefits for each position and an additional twenty-five (25%) penalty.

Based upon the staffing plan provided by the Contractor, the Contractor shall be required to fill all non key personnel position within thirty (30) days of the date of vacancy of the position. Failure to provide a timely replacement for the position(s) in order to maintain the staffing level outlined in the response to the RFP shall result in a liquidated damage of \$100.00 per day that the position(s) remains unfilled. This damage amount is in addition to the deduction of the wage and salary benefit for any unfilled position. It is the District's desire that all budgeted positions are continuously filled.

## J. PREVENTABLE ACCIDENTS

The Contractor is expected to have no more than one (1) preventable accident per one hundred thousand (100,000) miles of revenue service. Preventable accidents shall not exceed five (5) per calendar quarter.

## K. ROAD CALLS

The Contractor is expected to have no more than one (1) road call per ten thousand (10,000) miles of revenue service.