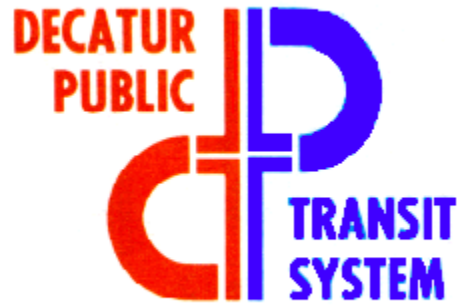


Request for Proposal (RFP)  
City of Decatur, Illinois  
Decatur Public Transit System



Transit Management Services  
RFP Transit #2020-01

**CITY OF DECATUR**

**DECATUR PUBLIC TRANSIT SYSTEM**

**555 E WOOD ST., DECATUR, IL 62523-1325**

**Proposal Due Date: September 29, 2020**

LEGAL NOTICE

August 6, 2020

**REQUEST FOR PROPOSALS**

**Transit Management Services RFP Transit #2020-01**

The Decatur Public Transit System (DPTS) is seeking proposals for Transit Management Services. The Scope of Work is outlined in the Request for Proposals (RFP). The successful Proposer shall meet the terms and conditions set forth in this document and all other applicable exhibits, appendix, and attachments.

A copy of this RFP is posted on the City of Decatur website at  
<https://www.decaturil.gov/public-information/request-for-proposals/>

Please, direct all questions regarding this RFP by September 4, 2020 in writing to:

Michelle Alexander, Grants and Procurement Manager  
City of Decatur, Decatur Public Transit System  
555 E Wood St.  
Decatur, IL 62523-1325  
(217) 424-2814, E-mail: [malexander@decaturil.gov](mailto:malexander@decaturil.gov)

All proposals must be received on or before **3:00 pm (CST) on September 29, 2020**. Sealed proposals described herein will be received at the **City Purchasing Division** on the **first floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, IL, 62523**.

Decatur Public Transit System (DPTS) reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for proposers. DPTS further reserves the right to award the contract to the proposer, which, in the opinion of the DPTS, will best serve the public interest, and the criteria listed herein. At the discretion of the DPTS, required items may be submitted after the proposal opening if there is sufficient compliance with instructions at the time of the proposal opening to permit the City to determine the price proposal.

Any contract resulting from these proposals is subject to and contingent upon a financial assistance contract between the City of Decatur and the United States Department of Transportation, Federal Transit Administration, and the Illinois Department of Transportation. Proposer will be required to comply with all applicable State and Federally required clauses.

**SCOPE.** Proposals are hereby requested by the City of Decatur, Illinois, (“City” or “DPTS”) for qualified firms to provide transit management services (hereinafter “Proposer” or “Contractor”) for the public transit system in Decatur, IL, for a five-year term, with the potential for two one-year optional extensions, beginning **January 1, 2021 and ending on June 30, 2026**. The additional agreement periods shall be determined by the sole discretion of the City, contingent on the performance of the proposer, continued availability of FTA Section 5307 funding, IDOT operating assistance funding, and service demand. On December 31, 2020, the City’s contract with its current transit management service will expire. To ensure continued service, City requests that firms experienced in transit management service respond to this solicitation with a proposal that is fully operational on January 1, 2021 for both the fixed-route and demand response services.

**CONTRACT TERMS.** The funding to operate DPTS is provided under financial assistance contracts between the City of Decatur and the Illinois Department of Transportation, and the U.S. Department of Transportation, Federal Transit Administration, and must operate within the confines of this funding. The contract for providing such services shall be in accordance with the terms and conditions set forth in this RFP document, as required by the funding agencies. The City, as the fiscal agent for all state and federal public transit funding for the Decatur, Illinois urbanized area, shall have direct oversight over all day to day operations of the selected Proposer.

**PAYMENT.** Payment for services rendered and expenses incurred shall be made after presentation of Contractor’s proper invoices. Contractor agrees to supply any additional information requested by the City in relation to invoices. The City, at any time, may conduct an audit of records related to this project. Any overpayment uncovered in such an audit may be charged against the contractor’s future invoices. The City may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. No advance payment shall be made for the work furnished by contractor related to this contract. Invoices should be submitted to:

City of Decatur  
Accounts Payable  
1 Gary K Anderson Plaza  
Decatur, IL 62523

**BACKGROUND.** DPTS provides service to over 75,000 people in the City of Decatur and surrounding areas. DPTS provided about 1.2 million rides on its fleet of buses in 2019. In FY 2019, DPTS has approximately 75 employees. All operators and service personnel are members of the Amalgamated Transit Union (ATU). The Transit department is a division within the City of Decatur, with two employees assigned to Transit; the Mass Transit Administrator and the Grants and Procurement Manager. The Mass Transit Administrator will administer the contract and will be assisted by the Grants and Procurement Manager. The City Council makes all final decisions on transit services. The City Council meets on the first and third Monday of each month, and resolutions must be submitted a week in advance of the meeting dates.

DPTS provides fixed route service six (6) days a week on fifteen (15) bus routes. DPTS provides demand response services six (6) days a week. DPTS provides over a million UPTs on the fixed route service per year, and about 20,000 UPTs on the paratransit service per year. DPTS facilities consist of the Administration and Maintenance building on 555 E Wood St., Decatur, IL, 62523 and the Senator Severns Transit Center on 353 E William St., Decatur, IL, 62523. The location on 555 E Wood St holds a service area for the fueling, washing and storage of buses and vans, as well as a maintenance garage for repair, storage, and use of shop equipment for vehicle maintenance. The City provides all transit vehicles. The fleet consists of 22 Buses, 2 Trolleys, and 8 Paratransit vans for revenue services, as well as non-revenue vehicles available to administration, maintenance and supervising staff. All buses are equipped with fareboxes, Angeltrax security cameras, Motorola two-way radios, and planned installation of automatic passenger counts. Most buses also have a two-position bicycle rack mounted on the front. A route map can be viewed on the City website in the following location:

[City of Decatur Transit Route Map](#)

More vehicle details can be found in Attachment H.

**SUBMISSION OF PROPOSALS.** Sealed proposals will be received until **3:00 p.m. (Central Time) on September 29, 2020**, at the following office:

**Decatur Purchasing Division  
#1 Gary K. Anderson Plaza, Ground Floor  
Decatur, Illinois 62523**

All proposals, either mailed or hand delivered, must be received at that address by the deadline stated above. The proposer must submit his/her technical proposal in a sealed envelope or box that is clearly marked with the words:

**“Technical Proposal for Transit Management Service, RFP Transit #2020-01”**

Deadline: 3:00 p.m., September 29, 2020

- Please, include five (5) printed copies of the Technical Proposal with applicable literature and other supporting/required documents
- Please, include one (1) electronic copy of the Technical Proposal on a USB flash drive

Additionally, the price proposal shall be in a separate envelope marked:

**“Price Proposal for Transit Management Service, RFP Transit #2020-01”**

Deadline: 3:00 p.m., September 29, 2020

- Please, include two (2) printed copies of the Price Proposal

- Please, include one (1) electronic copy of the Price Proposal on a USB flash drive in Microsoft Word or Excel

Failure to adhere to the requested format may be cause for rejection of the proposal as non-responsive. The responsibility for submitting the proposal (including all documents requested herein), and all costs associated with the preparation and submission of the proposal is solely and strictly that of the proposer. The City shall in no way be responsible for delays in the delivery of the mail or delays caused by some other occurrence. The proposer shall be responsible for any mathematical error in price proposals. Proposals are not publicly read. At the time of the submission deadline, only the names of those who submitted a response shall be made public. No price information will be released.

**INTERVIEWS AND PRESENTATIONS.** Interviews of the highest scoring, qualified proposers may be conducted on a date to be determined in **October 2020**. The City's Evaluation Committee may amend evaluations based on information obtained during interviews from proposers.

**VERBAL AGREEMENT OR CONVERSATION.** No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms, modifications, or obligations of this RFP or any contract resulting from this procurement.

**PROPOSAL POSTPONEMENT AND AMENDMENT.** The City reserves the right to postpone the deadline for submitting proposals and the opening of the proposals, and to revise or amend the specifications at any time up to the deadline for submitting proposals. Such changes, revisions and amendments, if any, shall be announced to each prospective proposer by written addenda to this solicitation. Proposers are requested to contact the Procurement Manager if, upon review, material errors in the specifications are found. Errors must be pointed out before September 4, 2020 to allow for review and subsequent clarifications on the part of the City. If an amendment requires significant changes in the Scope of Work to be performed under the contract, then the date for receipt of proposals may be postponed at DPTS's discretion.

**REQUESTS FOR ADDITIONAL INFORMATION AND ADDENDUMS.** After issuance of this RFP, Proposers or anyone acting directly or indirectly on behalf of a Proposer or potential Proposer or Subcontractor shall not discuss or submit inquiries about this RFP in any way with any of City of Decatur employees, elected or non-elected City of Decatur officials, or a member of the Decatur City Council, other than the Procurement Manager, **Michelle Alexander**, [malexander@decaturil.gov](mailto:malexander@decaturil.gov). Any communication with the Procurement Manager must be in writing. One of the purposes for this RFP is to seek competition. Any proposer shall advise in writing if any specification, language, or other requirement inadvertently restricts or limits proposals to a single source. Requests for additional information or clarification of specifications must be received in writing by **September 4, 2020**. If needed, responses to clarifications will be

released in an Addendum by **September 16, 2020**. The receipt of addendums will need to be acknowledged using Attachment B in the proposal documents. Any changes to the proposed requirements will be made by addenda which proposers are responsible for obtaining. All contact should be directed to:

|   |  |
|---|--|
| Michelle Alexander, Procurement Manager | Phone: (217) 424-2814  |
| Decatur Public Transit System           | FAX: (217) 424-2818  |
| 555 East Wood Street                    | E-mail: <a href="mailto:malexander@decaturil.gov">malexander@decaturil.gov</a> |
| Decatur, Illinois 62523                 |  |

Any spoken communication given is not binding upon the City until it is communicated in written form to all known potential proposers.

**PRE-SITE VISIT:** A pre-site visit can be schedule by appointment the week of August 24-28, 2020. Due to current social distancing recommendations, the City will not host a pre-bid meeting, but will instead offer individual site tours to allow proposers the opportunity to see the facilities and vehicles. Masks will be required. Please, allow 24-hour notice of a site visit request. To schedule a pre-site visit, contact:

|   |  |
|---|--|
| Michelle Alexander, Procurement Manager | Phone: (217) 424-2814  |
| Decatur Public Transit System           | FAX: (217) 424-2818  |
| 555 East Wood Street                    | E-mail: <a href="mailto:malexander@decaturil.gov">malexander@decaturil.gov</a> |
| Decatur, Illinois 62523                 |  |

**PREPARATION OF PROPOSAL(S).** All proposers are expected to examine the specifications and all instructions. Failure to do so will be at the proposer's risk. Each proposer must furnish the information required by the solicitation. Proposers must sign and submit all proposal forms, certifications, and affidavits. The person signing the proposal must initial erasures or other changes of entries made by the proposer. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to the issuing office.

**REQUIRED PROPOSAL CONTENTS AND FORMAT.** The submitted proposal must include the required contents and follow the format outlined below. (Instructions for each exhibit are provided below.) There is no page limitation in document size, and graphic illustrations may be included in the document. However, any information submitted is expected to be relevant to this request for proposals and this project. Brochures and other promotional materials may not be substituted for filling out the requested forms or information. The forms supplied, or documents using the same format, shall be used to provide a uniform response to the information requested. Proposals that do not follow the listed format, or fail to include the required material, may be

removed from consideration. Each of the following items must be included in each submitted proposal. Please make certain that all items are completed and labeled as instructed.

Cover Letter. On company letterhead, briefly introduce your firm (limit to one page). Include the company name and address, and the names, telephone numbers, and email addresses of the persons who shall be authorized to represent the proposer regarding all matters related to the proposal. A person authorized to bind the company to all commitments made in the proposal shall sign this letter.

The City encourages Disadvantaged Business Enterprise (DBE) participation for this project. It is the policy of the City to support and encourage participation of DBEs in the utilization of programs, activities, and contracting opportunities funded in whole or in part by the United States Department of Transportation in accordance with the regulations contained in 49 CFR Part 23, as amended. DBEs consist of small business concerns which are at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. If applicable the proposer should state in the cover letter that the firm qualifies for DBE status. (Each DBE company will be required to complete and submit to the City a DBE certification form with the final contract document.)

Summary of Experience. Submit a list of all locations, which the proposer is now serving, or has in the past **three years** served, as transit management provider, including locations where Contractor is the turnkey transit provider. The list must include a brief description of the service provided for each location, the dates of this service, and the name, title, email and telephone number of the owner or a contact person responsible for each location. On the list, please indicate the locations that are like the City in size and operation.

Statement of Qualifications. To be considered eligible and qualified, the proposer must have a minimum of five (5) years' experience in the field of providing public transit services for systems like that contemplated herein. The proposer should demonstrate familiarity with the management and operation of fixed route and demand response services, including all related tasks such as vehicle control and dispatch, training, safety, etc. The proposer must have the capability to provide qualified personnel to manage and operate the system.

Resource Allocation. The proposer must demonstrate an understanding of the scope of work requirements as described in this RFP and attachments thereto. Proposer must submit a detailed budget breakdown on the proposal form, which is included in Attachment J.

Attachments. Each proposer must complete and execute the enclosed applicable forms marked Attachment A, B, C, D, E, G and I, and return these forms with the proposal.

**PROPOSAL MODIFICATION OR WITHDRAWAL.** Proposals may be modified or withdrawn up to the date/time deadline set for the submission of proposals, all proposal modifications must be

submitted by the deadline, and must follow all the same procedures, as designated above for the submission of proposals.

After the deadline for the submission of proposals, proposals shall not be modified or withdrawn for a period of ninety (90) days. Unless an extension is agreed to by both parties, proposals shall be void ninety (90) calendar days after the submittal due date/time.

**SUBMISSION AND RESPONSE TO QUESTIONS.** All questions, comments, requests for information or clarifications regarding this RFP must be submitted in as indicated below no later than 3:00pm, on September 4, 2020. All questions, comments, requests for information or clarifications should, to the highest degree possible, cite the specific RFP section and paragraph number (s) to which the question refers, and include the identity of the sender, firm name, mailing address, telephone number, and an e-mail address for a written response.

All responses to questions submitted to City shall be answered by September 16, 2020 by 4:00pm in written format via email provided. City reserves the right to make modifications or amendments to the RFP, either at the request of a Proposer or upon City's own initiative. If City determines it is appropriate to revise any portion of this RFP, then it will issue a written amendment to the RFP. Proposers shall submit a signed copy of the "Addendum Acknowledgement" for addendum issued with their proposal submittals. (Attachment B) If an amendment requires significant changes in the Scope of Work to be performed under the contract, then the date for receipt of proposals may be postponed at City's discretion.

**QUALIFICATIONS FOR AWARD.** Contract award shall be made only to a proposer found to be both responsive and responsible. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of the submission and as to the substance of the proposal. Proposal submissions, which do not comply with all the terms of the solicitation, may be rejected as non-responsive.

Responsible proposers are those prospective contractors who, at a minimum, must:

- have adequate financial resources, as required during performance of the Agreement, or the ability to obtain sufficient working capital.
- have a satisfactory record of past performance in similar service.
- have the necessary organization, facilities, personnel, capability and expertise to perform the tasks expected under this project.
- certify that they are not on the U.S. Comptroller General's list of ineligible contractors.
- are otherwise qualified and eligible to receive an award under applicable laws and regulations.



The City shall determine whether the evidence submitted is satisfactory. The City will make awards only when such evidence is deemed satisfactory, and reserves the right to reject proposals where evidence submitted is determined to be fraudulent, or evaluation and investigation indicates inability of the proposer to perform. The award of a contract is based on best value and subject to approval of City Council. The City reserves the right to accept or reject all proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this RFP. It may accept the proposal that it considers to be in the interest of the City, with or without negotiation.

Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

**INTERPRETATIONS OF RFP AND CONTRACT DOCUMENTS.** No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing before September 4, 2020. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished by September 16, 2020 to the email address provided by the proposer. **All addenda will become part of the RFP and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by the DPTS before the award of the Contract will not be binding.

**PROPOSAL REJECTION.** The City reserves the right to reject all proposals, to waive all irregularities, and to accept that proposal which it seems to be in the best interest of the City. Any such decision shall be considered final.

**PROPOSER EVALUATION AND SELECTION PROCESS.** The evaluation of proposals will be conducted by a selection panel (hereinafter Evaluation Committee or EC). Proposals will be evaluated based on both the technical and price proposed. Responsible and responsive submittals shall be ranked based on criteria developed by the City, and listed below under "Evaluation Factors". The EC and the Grants and Procurement Manager reserve the right to reject proposal which contain errors, or any proposal which are not deemed to be responsive or in the best interests of the contracting parties. The City's Grant and Procurement Manager will review each proposal for completeness and responsiveness to the request for proposals. The evaluation process may consist of two phases; (1) an evaluation of all written proposals that the City concludes to be responsible and responsive; and (2) if deemed necessary, a second phase of oral interviews with the top qualified proposer(s). Only one proposal is allowed per proposer. Proposals may not be modified after the submission deadline; however, proposers may withdraw proposals at any time prior to the date and hours set for proposal opening. The Decatur City Council shall approve any agreement awarded because of this RFP.

An evaluation of written proposals will be completed by the EC. Should the City desire to conduct oral interviews, those interviews will be tentatively scheduled, interviews and/or negotiations may or may not be conducted with Proposers. Following either selection phase, the City will issue, as it determines necessary, a "Notification of Request for Best and Final Offer"

on the tentatively scheduled date. The EC will make recommendations regarding selection to the City's Grant and Procurement Manager based on its evaluation of written proposals and best and final offers using the criteria below. The City will then prepare a Notice to Award and associated Council agenda item to award the contract. City reserves the right to request clarification and/or request additional information from the Proposer if necessary. Such clarifications and/or additional information shall be provided by the Proposer as an Addendum to their submission upon request from the Procurement Manager. However, since has no obligation to seek additional information, Proposers are advised to provide complete information in their proposal. Proposer is advised to provide its submission without the expectation of City to exercise any of the options.

Proposals will be evaluated based on the following criteria with the indicated weight and with each component, and are listed in their relative order of importance.

- 1) Experience of Proposers (15%)
- 2) Price (30%)
- 3) Technical Approach (25%)
- 4) Training Safety (20%)
- 5) Transition plan (5%)
- 6) Corporate Support (5%)

### **EVALUATION FACTORS**

#### **1. Experience of Proposers**

Proposers shall indicate their qualifications, skills, experience, expertise, licenses, and financial resources available to support their provision of the Work. Proposers shall furnish a detailed description of work they have performed or are currently performing for other public transit agencies and transit clients and how they are pertinent to their proposals to provide Agreement Services. The Proposer shall furnish references for each of such clients. Descriptions shall include the key management personnel involved, technical accomplishments, and the degree of participation by Proposers. In responding, Proposers shall include specific supporting information in their proposals such as corporate skills and experience regarding similar or related projects with emphasis on experience in the U.S.; examples of successful coordination with federal, state and local regulatory agencies; experience providing fixed route and ADA paratransit and demand response transit services; corporate oversight plans; and corporate innovative plans, programs, and practices that resulted in documented and verifiable efficiency improvement, cost savings, and/or ridership increases. Proposers shall al provide an introduction of all key management personal including resumes with professional references.

#### **2. Pricing Proposal (in separate, sealed envelope)**

Resource Allocation/Cost Proposal Form: A detailed budget breakdown must be submitted using the “Cost Proposal Form”. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto; and all corrections must be initialed in ink by the person signing the Cost Proposal Form. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested might result in rejection of the proposal.

A cost breakdown and total cost shall be presented for the five-year base period and two optional extension years. Cost proposal will be evaluated after the completion of the technical review. City is looking for proposals that increase operational efficiency at a cost that commensurate with the level of service proposed. City will consider the five-year option pricing when evaluating the overall cost proposal, and the total number of points awarded under this category will be based on the overall cost proposal, including the evaluated option pricing. All cost proposal shall be submitted on the forms provided. Any deviation will be grounds for disqualification. Cost Proposal Form and Instructions can be found in Attachment J.

### **3: Technical Approach**

Proposers shall describe business practices and innovative management techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP to maintain and improve the quality of the Work. Proposers shall include an organizational chart reflecting the names, reporting relationships, titles, and geographic location of key management personnel. A description of how key management functions will be distributed among key management personnel should be furnished. Proposers are required to describe the general approach, techniques, methodologies, and concepts they propose to utilize in carrying out the functions prescribed in this RFP for the Work. In presenting an overall approach to the Work identified herein, Proposer shall demonstrate their fixed route and ADA demand service operations, including scheduling and dispatching. Proposers shall describe how their approach to providing fixed route, ADA para-transit and demand response operations to City of Decatur, which shall, at a minimum, maintain and improve quality of service. Proposers should include technologies used for managing operating functions.

### **4: Training and Safety**

Proposer shall submit with their proposals, current programs which Proposer has implemented for other currently contracted bus service operations, inclusive of the following: 1) Employee Safety Plan; 2) Hazardous Materials and Waste Management Plans; 3) Emergency Management and Evacuation Plans for the facilities the Contractor shall occupy; 4) Emergency Management and Evacuation Plans for the vehicles the Contractor shall operate; 5) Accident & Incident Investigation Procedures and Reporting Procedures; 6)

Comprehensive Training Plan for all crafts and employees; 7) Personal Electronic Device (PED) procedures; 8) Operational Rule Book; 9) Efficiency Testing Plan; 10) Internal Safety Audit Procedure (FTA MAP21 Compliant). Additionally, proposers' plans shall be compliant with MAP 21 requirements, and provide a summarization that outlines their clear and comprehensive understanding of MAP 21, Title 49 CFR Parts 300-399 and 600-699, and OSHA requirements. Security Action Plan: The elements of the Security Action Plan must include - Security Rules for Employees, a Crime/Security Incident Reporting program, a Security Threat or Hazard Identification and Management program; Employee Security Awareness Training Program, Security Committee; Internal Inspection and review of facility security conditions. Proposers shall provide details in their proposal on how they intend to comply with all Civil Rights Program requirements.

**AWARD PROCEDURE AND CONTRACT NEGOTIATIONS.** Acceptance of any proposal may be subject to concurrence by the Illinois Department of Transportation. Within ninety (90) calendar days after proposal opening, the City shall attempt to reach agreement with the highest ranked proposer on the wording of a contract. The contract shall include the terms of this Request for Proposal (RFP Transit #2020-01), all Federal, State, and Local language required for projects of this type, and all proposal documents. Within ninety (90) calendar days after proposal opening, the City shall attempt to complete the contract approval process and to deliver documents to the proposer for signing.

Upon the City’s acceptance of a proposal, the successful proposer will be required to execute and return a contract furnished by the City, along with a Performance Bond in the amount of ten (10) percent of the annual agreement, and all certificates of insurance within fifteen (15) business days from the date of Notice to Award. Should the successful proposer fail to execute the agreement within fifteen (15) business days, the City has the right to offer the contract to the proposer of next best value to the City.

The projected schedule for this procurement is:

|   |                           |
|---|---------------------------|
| Release of RFP:                         | August 6, 2020            |
| Pre-Site Visit:                         | August 24-28, 2020        |
| Questions Due:                          | September 4, 2020         |
| Release of Addendums:                   | September 16, 2020        |
| Proposals Due by 3:00pm:                | <b>September 29, 2020</b> |
| Evaluations and BAFOs:                  | October 2020              |
| Anticipated Effective Date of Contract: | January 1, 2021           |

**PROTEST AND APPEALS.** Prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract may make protests. The DECATUR PUBLIC TRANSIT SYSTEM (DPTS) will consider all protests requested in a timely manner regarding procedures or the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Decatur Public Transit System 555 E Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- a. Name, address, and telephone number of protestor;
- b. Identification of contract solicitation number;
- c. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- d. A statement as to what relief is requested.

Protests must be submitted to the DPTS in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant. All pre-award protests must be received by the Addenda due date in this RFP, and all post-award protests must be received within five (5) business after proposals are due for this RFP. Responses for both pre- and post-award protests will be issued within fifteen (15) business days of receipt.

A protestor may file a protest with the Federal Transit Administration (FTA). FTA's review of protests will generally be limited to allegations that (1) DPTS does not have or fails to follow its protest procedures; (2) DPTS failed to review a complaint or protest; or (3) the issue involves violations of Federal law or regulation. When raising Federal matters with the FTA, protesters are advised to clearly articulate the Federal concern, the prejudice to the protestor that will result if FTA does not resolve the Federal matter immediately, and provide any other relevant documents or materials. The FTA is not obligated to review any protest. Notice to the FTA of proposal protests regarding procurements with substantial federal funds involved is advised.

Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the City. The protest filed with FTA shall:

- a. Include the name and address of the protestor;
- b. Identify the DPTS's project number and the number of the contract solicitation;
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow DPTS's protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible;
- d. Include a copy of the local protest filed with DPTS and a copy of the DPTS's decision, if any.

- e. The FTA regional office must receive an appeal to FTA within five (5) working days of the date the protester knew or should have known of the violation.

**COLLUSION.** The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (see Attachment D Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

**COST OR PRICE ANALYSIS.** The City reserves the right to conduct a cost or price analysis for any purchase, including the proposal price and any contract changes. Additionally, the City may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single bid will be subject to a cost analysis which will include the verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect of bid prices. Single bids are subject to negotiation to achieve a fair and reasonable price for the City. Proposers must be prepared to submit data relevant to a cost or price analysis.

**TRANSIT FUNDING.** Any contract resulting from this RFP is subject to financial assistance from the United States Department of Transportation and the Illinois Department of Transportation, and may be limited to the amount of funding received. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this contract or in any amendment hereto, the City may, upon written notice to the contractor, terminate this contract in whole or in part. Such termination shall be in accordance with the City's rights to terminate for convenience or default.

**PUBLIC DISCLOSURE OF PROPOSALS.** The City is subject to the Illinois Freedom of Information Act. Therefore, the contents of this RFP and the contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Illinois FOIA statutes. However, various items may be exempt under public disclosure laws, such as proprietary, privileged or confidential information, and should be marked as such.

**OWNERSHIP OF DATA.** All data, documentation and innovations developed as a result of these contractual services shall become the property of the City. Data provided by the City either before or after award shall only be used for its intended purpose. Proposers shall not utilize or distribute the City's data in any form without prior written approval. All rights, title, and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of the City. Contractor shall surrender all such data to the City prior to submitting an invoice for final payment.

**TAXES AND INTEREST.** The City is exempt from payment of Federal, Excise and Transportation Tax, and the Illinois Sales, Excise and Use Tax. Proposers will not include these taxes in the proposal price. All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price. The City will not pay interest on unpaid or disputed invoices, whether due or overdue.

**ASSIGNMENT AND/OR SUBCONTRACTING.** A submitted proposal and, if accepted, the resultant contract may not be assigned without permission of the City. A listing of all subcontractors, if any, and the portion of the services that they will provide must be submitted with the proposal. If subcontractors are listed, this does not relieve the successful proposer (Contractor) from any prime responsibility of complete and acceptable performance under any awarded contract.

The contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a subcontractor, with respect to this contract, without the prior concurrence of the City. All such subcontracts, agreements, and force work shall be handled as prescribed for third-party contracts, agreements and force-account work by the Illinois Department of Transportation (IDOT) manual for Public Transportation Capital Improvement Grants. All requests for concurrence shall be submitted to the City for approval.

## **Scope of Work**

The scope of services outlined below shall be required of the transit operator firm selected to provide transit services to the City. Firms submitting proposals must be able to demonstrate their capability to successfully operate transit services for the City with effective and efficient management. The City is interested in employing a firm that will optimize cost effectiveness, increase ridership, financial stability, staff development, and schedule and fleet maintenance. The Contractor shall provide oversight and management of the personnel, routes, maintenance, materials, training, and overall general superintendence necessary for safe, courteous, and reliable transportation of passengers.

The Contractor ensures the system will operate efficiently under standards and policies established by the City, that the Contractor shall comply with all applicable federal and state laws, regulations, and requirements, and that special emphasis shall be required by the Contractor to ensure that it meets all of the requirements and regulations of, and report to when required, the Illinois Department of Transportation, the US Department of Transportation, and the Federal Transit Administration.

**CONTRACTOR RESPONSIBILITIES.** The successful Contractor will be responsible for the services listed in this RFP. Exhibit A provides a more detailed description of the Scope of Work. The Contractor is expected to have thorough knowledge, expertise, skills and experience necessary to deliver the services requested in the RFP, all attachments, and exhibits. All rights and obligations

of the City, City Council, DPTS, and the successful proposer are fully set forth and described in the attached in the RFP. The selected proposer shall be required to continue existing public transit routes, unless otherwise directed by the City. The selected proposer will be expected to provide safe, reliable, and efficient service. The selected proposer is expected to provide a high level of customer service that is responsive to customer needs with safe and courteous employees. The selected proposer is expected to employ transit employees with the same level of benefits and compensation currently outlined in the union contract and non-union employee manual included in Attachment K.

Proposers are hereby notified that the City receives federal mass transit funds, and it must protect mass transit employees affected by any “project” that the City initiates that uses federal mass transit funds. For covered employees, this includes continuing their collective bargaining rights, protecting them against a worsening of their employment conditions (including reductions in wages and benefits), providing priority of reemployment if the employee is laid off or their job is eliminated, and providing paid training. The Contractor will be required to comply with a 13C Labor Protection Agreement with the Amalgamated Transit Union (ATU), Local 859, covering all hourly employees that operate DPTS. At the expiration of such agreement, the selected Contractor shall be responsible for negotiating successor agreements with the Union and to provide to the City copies of all collective bargaining agreements, side letters, and amendments entered into with ATU Local 859 or any other labor organization representing the contracted employees.

Contractor agrees to comply with applicable FTA Employee Protection requirements as follows (Section 13C), 49 USC 5311 and Federal Department of Labor guidelines in 29 CFR Part 215. Proposer shall describe in its proposal its hiring policies and procedures, including its approach and philosophy to minimize employee turnover and to maintain a stable work force. The current ATU agreement can be found in Attachment K. Additionally, the non-union employee manual, also included in Attachment K, details the standard by which non-union personnel shall conduct themselves. The contractor is responsible for any oversight regarding any labor contract issues and negotiations for both union and non-union employees. The City makes no claim to the 13C statuses of any employee, nor is the City aware of the 13 C status of employees not covered by the collective bargaining unit.

**MANAGEMENT PERSONNEL.** The Contractor shall provide management of day-to-day operations for the City’s fixed-route and demand-responsive services. Contractor shall oversee the operation of the services using a full-time, on-site transit manager. Contractor is expected to provide appropriate management coverage at all times. The Contractor shall locate its administrative and operations office at 555 E. Wood Street and 353 E. William Street.

**TELEPHONE AND IT SERVICE.** The City will provide telephone and IT support system and equipment, which should be reflected in your price proposal as a cost savings to the City.



**OPERATOR PERSONNEL.** The Contractor shall be responsible for management of all drivers and supervisory personnel. The Contractor shall be responsible for driver assignments, field supervision, dispatching, and complaint management to ensure all service is operated as scheduled. Management and/or supervisory personnel shall be available Monday through Saturday during designated hours of operation.

The Contractor shall be responsible for system-wide ADA compliance, the ADA eligibility certification process, and managing ADA complaints. The Contractor shall distribute ADA applications, render an initial determination of eligibility, and oversee the appeals process, as needed. The City’s ADA Policy shall set sufficient guidelines to allow Contractor to administer the ADA eligibility certification process in accordance with such policy. The Contractor will be responsible for maintaining a current ADA certification list and preparation of certification identification cards and renewals.

The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the service(s) described herein. Such responsibilities shall include employee recruitment, screening, selection, training (including customer service training), supervision, employee relations, drug testing, and recruitment of all employees through the local media and local employment agencies. Contractor's personnel wages and work hours shall be in accordance with local government, County, State, and Federal regulations affecting such employment. In the event of personnel changes in the contracted manager's position, the City reserves the right to interview, evaluate and/or reject any proposed candidates.

The Contractor will be required to develop and submit staffing plans indicating the number, type, and salary of positions employed to operate and maintain requirements of this agreement. A current list of employees is following:

Employee List

| Positions               | Number of Employees in this Position |
|-------------------------|--------------------------------------|
| Operation Manager       | 1                                    |
| Maintenance Manager     | 1                                    |
| Finance Officer         | 1                                    |
| Safety Manager          | 1                                    |
| Paratransit Coordinator | 1                                    |
| Supervisors             | 4                                    |
| Dispatchers             | 2                                    |
| ADA Representatives     | 2                                    |
| Receptionist            | 1                                    |
| Mechanics               | 6                                    |

|                   |    |
|-------------------|----|
| Custodians        | 2  |
| Maintenance Clerk | 1  |
| Utility Workers   | 2  |
| Finance Assistant | 1  |
| FT Bus Drivers    | 40 |
| PT Bus Drivers    | 5  |
| FT Van Drivers    | 5  |
| PT Van Drivers    | 3  |

**TRAINING.** The Contractor shall develop, implement, and maintain a formal training and retraining program. All drivers, dispatchers, customer service representatives, and supervisors shall participate in the program. A copy of the training program, including periodic updates, shall be made available to the City annually. A copy of the proposed Training Plan shall be provided and clearly marked as part of the submitted proposal.

The Contractor shall prepare and furnish to all drivers, dispatchers, telephone operators, and supervisors a Driver's Manual. A copy of the Driver's Manual shall be clearly marked and included with the submitted proposal. Contents of the Driver's Manual shall address, at a minimum, driver's rules; drug and alcohol testing requirements; accident/incident policies; radio policies and procedures; fare collection policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms. Updates or changes to the Driver's Manual shall be made available to the City when they occur or at least annually.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time-to-time be assigned to telephone information or paratransit reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, paratransit reservation procedures, and operating policies as outlined in the Training Plan. Personnel assigned to paratransit trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional, courteous techniques. Billing and payment personnel and on-site management shall be properly trained on how to process payments and bills. City retains the right to require retraining of any Contractor staff at any time during the duration of the Contract.

**SAFETY.** The City is committed to the safety of its employees, the contractor's employees, users of the transit system, and the public. The City expects that provided service to be safe, convenient and reliable. The Contractor is expected to create a culture of safety by requiring that employees and visitors under its control adhere to safe practices, procedures, and policies. The Contractor will coordinate with the City to maintain a safe environment in facilities within its sphere of management. Contractor responsibilities shall include, but is not limited to:

- a. Accident investigation
- b. Commitment to safe workplace environment and to maintenance practices that result in operating safe vehicles
- c. Implementation of continuing education on driver training courses, and other applicable training materials
- d. Maintaining a team approach to safety where safety is considered the responsibility of everyone

**DATA REPORTING.** The Contractor must be familiar with National Transit Database Reporting Requirements and other such requirements, as may be required by the City and as indicated in Exhibit B: City of Decatur Reporting Requirements. The Contractor shall supply such data input to the City in a timely and accurate manner, but no later than the 10th day of the month following the month for which the data is being reported. The contractor will be required to provide to the City financial, safety and operational data, so that they City may complete required federal and state reporting. This same type of information may be required on a monthly, quarterly and/or annual report basis, and the contractor must comply with the requested information in the format requested.

The Contractor shall include as part of their proposal examples of succinct report forms that provide requested information outlined in Exhibit B: City of Decatur Reporting Requirements. Additionally, every six (6) months, the contractor will be required to provide to the City a list of all employees working at the City transit locations, and the list shall include the name, date of hire, length of service, job title, and current salary and benefits offered and accepted for each employee. Near the end of the contract, the City may distribute this list to future proposers.

The Contractor shall maintain a daily office log containing vehicle breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints by category (General, Title VI, and ADA), comments and suggestions received. The City prefers all logs and reports to be electronically-based and stored rather than manual paper entry and storage.

The City shall have the right to assess and audit any and all records associated with the service(s) provided under this proposal. In addition, authorized regulatory agencies may be authorized to review the Contractor's service records in accordance with applicable law.

**VEHICLES.** The City owns the revenue and non-revenue vehicles, and the City will provide the vehicles to the Contractor. Contractor shall be solely responsible for physical damage to City vehicles proximately caused by the negligence of contractor or its employees or agents.

**VEHICLE MAINTENANCE.** The Contractor will be required to provide maintenance of vehicles. The Contractor shall be required to inspect each vehicle regarding safety, function and appearance of the vehicle prior to leaving the storage yard.

**SPECIAL PROJECTS.** The Contractor and City may mutually agree for the Contractor to provide special project assistance. Special projects shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of the Contractor during the term of the agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan.

**FARES.** The City shall retain all fare revenue and establish the fare structure for the services provided. Fares shall be subject to change as determined by the City. The City shall notify the Contractor of any fare changes at least thirty (30) days in advance of the change, except in the case of an emergency. The Contractor shall be responsible for assuring that each passenger deposits the exact fare in the farebox or provides a valid transfer before boarding the bus.

The Contractor shall be responsible for fare reconciliation and accounting on a daily basis, for delivering fare revenue to the City Finance Department for accounting on a daily basis, and for collecting data for specific analysis. The Contractor shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections. City will provide written cash management procedures.

**TICKETS, PASSES AND SCHEDULES.** City will purchase, distribute and disseminate all available types of fare media. The Contractor shall be responsible for managing the City's developed and approved system of sales and distribution of tickets, passes, brochures and other related system information at the Operations Facility. Additionally, contracted employees will use the City's accounting software, Munis, to record deposits, transactions, enter purchase orders for City purchases.

**DRIVER IDENTIFICATION.** The Contractor shall be responsible for ensuring that drivers display appropriate identification on their uniforms.

**SECURITY CAMERAS AND MAINTENANCE.** The City maintains on-board security cameras on each of its revenue vehicles and a 24-hour camera-based security system at the Transit Center for the benefit of riders, transit personnel, vehicles, and equipment. City maintains proper storage of the data, and provides authorization to system users. Contractor has access to the on-board video surveillance system. Contractor shall be responsible for ensuring the proper daily functioning of the system. Contractor is expected to contract Angeltrax whenever problems arise regarding system functions. The Contractor is required to notify City IT of any system failures.

**MARKETING.** The Contractor shall assist the City with coordinating marketing efforts, to include but not limited to: posting materials on buses, making a bus available and delivering to a stationary event, making brochures and materials available at the Transfer facility, and training

drivers/dispatch to deliver branded messages when conversing with passengers and clients. The City has final decision-making authority on all marketing plans and their implementation.

**UNIFORMS.** The Contractor shall provide and insure that transit drivers are attired in an appropriate uniform. The Contractor will insure that all drivers present a neat and clean appearance.

**MEDICAL ASSISTANCE TO PASSENGERS.** Contractor employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help.

**TRAFFIC VIOLATIONS.** The Contractor shall be solely responsible for any parking and traffic violations of vehicles operating about the transit programs described herein.

**ROUTING AND SCHEDULING.** City reserves the exclusive right to alter routes and route schedules. The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas, shall conduct service analysis and/or support City staff to complete service analysis, provide support in public outreach by posting public notices on buses and at the Intermodal Facility when necessary, and attend City Council meetings. Contractor will utilize a computer-assisted scheduling method capable of accommodating both advanced and same day reservations, as well as producing data reporting regarding ridership and mileage.

**TRANSITION PERIOD.** Any identified changes shall look to minimize any negative effects to customers who use transit services in the region. A transition plan shall be developed and presented to the City officials that ensures operations of services will full commencement on January 1, 2021. The proposer is responsible for all tasks and costs associated with the transition and any start-up activities. A transition plan should be included with the proposal and address all start-up services including hiring, training, and any other necessary tasks.

If City selects a firm other than its current management company, then it may require the new company to have its Resident GM on site prior to termination of the existing contract (December 31, 2020) to provide a smooth transition. The City and the new firm will negotiate a separate fee arrangement to cover the transition period if it begins prior to the contract start date.

**ROUTE DETAILS.** A route map is included in Attachment F. The route map and route schedules can be found on the City website, <https://www.decaturl.gov/departments/transit/routes-and-schedules/>

**EXHIBIT A**  
**AGREEMENT FOR MANAGEMENT AND OPERATION OF CITY OF DECATUR, IL  
TRANSIT SERVICES**

This Agreement made and entered into this \_\_\_\_ day of, \_\_\_\_\_ 2020 by and between the CITY OF DECATUR, a public agency, hereinafter referred to as "CITY," and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR" for management and operation of the City of Decatur Public Transit Systems' (DPTS) fixed-route and paratransit.

WHEREAS, CITY and CONTRACTOR desire to contract for the performance by CONTRACTOR of the transit system work and services described in accordance with the terms of Request for Proposal for Management and Operation of City of Decatur Public Transit System RFP No. 2020-01 ("RFP"). The CONTRACTOR has responded to the Request for Proposals ("RFP"), Best and Final Offer, and all subsequent attachments, as accepted by the CITY to perform these needed services as indicated in the response attached hereto as Exhibit A and incorporated herein as though fully set forth. The CITY desires to have the CONTRACTOR perform the work in accordance with the RFP and the response thereto prepared by the CONTRACTOR. The work to be performed in accordance with Exhibit A and Exhibit A is hereinafter referred to as "Transit Services."

NOW, THEREFORE, in consideration of the premises and of the services to be performed by CONTRACTOR, and of the compensation to be paid therefore by CITY, it is HEREBY MUTUALLY AGREED as follows:

1. **Order of Precedence:** This Agreement incorporates, by reference, the below documents in their entirety. In addition, in the event of inconsistency or ambiguity in the Agreement, the following order of precedence shall apply:
  - a. This Agreement
  - b. Conformed Requested for Proposal (RFP) No 2020-01 and all include included Exhibits
  - c. Best and Final Offer (BAFO) (optional)
  - d. CONTRACTOR's proposal dated \_\_\_\_\_ (attached as Exhibit A)
  
2. **Term of Agreement:** The Agreement shall be for a period of five (5) years with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional one (1) year periods. Contract Year 1 will begin January 1, 2021 through June 30, 2022. Contract Year 2 will be July 1, 2022 through June 30, 2023. Contract Year 3 will be July 1, 2023 through June 30, 2024. Contract Year 4 will be July 1, 2024 through June 30, 2025. Contract Year 5 will be July 1, 2025 through June 30, 2026 unless extended by written mutual consent.

Upon completion of the full term of this agreement, the parties may extend the term of this agreement, upon mutual written agreement, up to a maximum of two (2) years. The parties shall agree to such extensions at least thirty (30) days prior to the termination date of this Agreement, including any new economic terms.

3. **Scope of Work:**

**A. CONTRACTOR Responsibilities:** CONTRACTOR agrees that for the term of this Agreement it will be responsible for the following in the operation of CITY transit services:

1) **Key Personnel/Management:** During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel specializing in transportation services as shall be necessary and required to perform its duties and obligations under the terms hereof. The CONTRACTOR shall provide general and specific management of day-to-day operations for the City of Decatur's fixed-route and paratransit services. The CONTRACTOR shall oversee the operation of the services using a full-time, on-site transit manager. The CONTRACTOR shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-DPTS work (e.g., for corporate level meetings, responding to other non-DPTS problems, etc.).

2) **Day-to-Day Operation:** CONTRACTOR management and/or supervisory personnel shall be available to provide adequate supervision of the day-to-day operation of transit services, including dispatching, field supervision, and complaint management Monday through Saturday during designated hours of operation.

3) **Americans with Disabilities Act (ADA) Compliance:** CONTRACTOR shall be responsible for administration of the Americans with Disabilities Act (ADA) Program and all required training as it relates to services provided under this Agreement. Such responsibilities shall include the eligibility certification and application process, including distribution of applications; receiving completed eligibility applications; reviewing completed applications; rendering an initial determination of eligibility, and referring the applicant to another source such as a physician or transit or City official for further review if applicable.

4) **Operating Facilities:** CONTRACTOR shall locate its administrative/operations and dispatching office at the City of Decatur Public Transit Administration building at 555 E. Wood Street and Senator Severns Transit Center at 353 E. William Street, unless otherwise approved by City of Decatur. Both facilities shall be maintained by the CONTRACTOR and present a professional appearance at all times. CONTRACTOR shall be solely responsible for physical damage to CITY facilities proximately caused by the negligence of CONTRACTOR or its employees or agents.

5) **Personnel:** CONTRACTOR shall employ and supervise all personnel, including drivers, dispatchers, managers, customer service representatives and other personnel needed to operate and maintain the service provided by CONTRACTOR under this Agreement. Qualified supervisory personnel shall be available during all hours of operation.

No employee or designee of the CONTRACTOR shall continue to be so employed on any work under these specifications that is found to continue to demonstrate **Conduct Unbecoming of Personnel**. CONTRACTOR shall be responsible for hiring and discharging personnel employed by the CONTRACTOR to perform its obligations hereunder. However, City of Decatur shall have the

right to request CONTRACTOR to remove from service to City any employee who, in City's sole discretion, is deemed to violate more than one instance in a 6-month period; provided that City of Decatur, shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

6) Conduct Unbecoming of Personnel: The CONTRACTOR is required to develop a Code of Conduct and train all of its employees regarding its requirements on an annual basis which shall include EEO and ethics. All of the CONTRACTOR's employees and agents including subcontracted employees and agents shall avoid conduct unbecoming an employee, as defined below. CITY may, at its sole discretion, request the removal or requalification of any contracted employee or agent from service or performance of work on this Contract or CITY property for behavior or actions as outlined below, and/or for engaging in conduct unbecoming an employee as defined below.

Removal or actions by CONTRACTOR in response to the request, shall be at no cost to the City.

Examples of conduct unbecoming an employee include, but are not limited to:

- a) Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
- b) Any instance of belligerent or malicious behavior.
- c) Instance(s) of willful failure to assist customers.
- d) Any instance of violation of applicable safety rules that causes injury to a person, damage to property, or release of a hazardous substance.
- e) Instance(s) of littering in rolling stock or station areas.
- f) Instance(s) of smoking, reading, listening to radio or other audio devices or watching or listening to TV while operating an DPTS vehicle or equipment.
- g) Conduct demeaning to DPTS or the CONTRACTOR, including demeaning oral or written remarks made to the public and/or Customers.
- h) Conduct that constitutes oppression, fraud, malice, negligence or recklessness, as defined herein.
- i) Any violation of DPTS and the CONTRACTOR Personal Electronic Device policies including devices such as Google and Apple watches that create the potential for distraction while driving.

Reasons for which DPTS might request that an employee or subcontractor be removed include, but are not limited to:

- Failure to meet or maintain minimum standards established for the employee's or subcontractor's assigned duties.
- Failure to pass a drug or alcohol screen conducted in accordance with FTA drug and alcohol testing requirements.
- Actions or performance which is illegal, unsafe or not in keeping with reasonable expectations for the employee's or subcontractor's assigned position or duties.
- Poor customer service as demonstrated by three or more valid complaints within a twelve- month rolling period.

7) Customer Service: CONTRACTOR's staff shall provide information and be sufficiently familiar with DPTS services to answer questions. Sufficient staff shall be trained in all types of fare media sales to ensure expedited customer service. A minimum of one person must be available in the office



to provide information. If bus service is modified by City of Decatur to begin earlier or to end later than currently scheduled, then the time period when customer service is available shall be expanded to correspond with current operating service hours.

8) Pass Sales: During the time periods that CONTRACTOR's customer service counter at DPTS is open, CONTRACTOR shall be required to sell transit passes, tickets and other fare media as directed by the City. CONTRACTOR shall prepare and provide City with a report of sales and deposits monthly by the 10th working day of each month. CONTRACTOR shall deposit revenues collected Monday through Friday as directed by CITY. CONTRACTOR shall reimburse City of Decatur for funds lost or for the value of fare media lost by CONTRACTOR. City of Decatur, at its sole discretion, may conduct audits at any time. CONTRACTOR shall prepare daily, and end-of-day, reconciliation of transactions and deposits. CONTRACTOR shall submit copies of all deposit records, sales logs, summary of total sales and documentation that sales reconcile with month-end inventory of all fare media. All fare accounting and cash handling procedures proposed by CONTRACTOR shall be subject to City of Decatur approval before implementation.

9) Customer Complaints: CONTRACTOR shall respond to and address customer complaints.

10) Telephones: City of Decatur will provide telephone system. CONTRACTOR shall provide dispatch and/or reservationist personnel necessary to effectively respond to incoming calls at a quality and level consistent with customer demand, and in strict accordance with the operating days and hours set forth in the current bus schedule or any revisions thereto. Scheduled and unscheduled absences should also be considered to ensure adequate staffing levels even when employees are on leave or call in sick.

11) Uniforms: CONTRACTOR shall ensure that all employees are professional in their dress and appearance. Employees shall be in uniform acceptable to City of Decatur.

12) Training Program: Appropriate, effective and ongoing training for CONTRACTOR employees and subcontractors is of critical importance. The CONTRACTOR must develop a detailed Training Program that complies with the requirements set forth herein. This plan must be approved by DPTS prior to start-up and must be updated (subject to DPTS approval) on an annual basis.

The CONTRACTOR, in accordance with DPTS policies and procedures and APTA standards, best practices and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification plan (Training Plan) for employees who are providing Services including, but not limited to, all craft and management employees.

Training shall include those elements required for the performance of duties in addition to specific areas of training for DPTS operations, including disabled passengers and passengers needing assistance and system safety and security training for new hires. Training courses shall include provisions for refresher training.

- a) The Training Plan shall include a requirement that all training is provided by qualified individuals to provide such training and documented in a manner that is available for DPTS

inspection at any time (this includes in-service training). Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, and system safety training. Customer Service training is to include dealing with difficult passengers, and ADA training. Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.

- b) All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area.
- c) The CONTRACTOR shall require that all employees who perform safety-related inspections and tests of equipment are trained, tested and certified in accordance with regulatory requirements and current APTA standards and guidelines.
- d) The CONTRACTOR shall also provide DPTS with a quarterly training report.
- e) The CONTRACTOR is responsible for formulating and coordinating all training activities.

13) Driver Safety Program: CONTRACTOR shall implement a continuing driver safety program that shall include defensive-driving course work, specialized assistance to elderly and disabled passengers and daily vehicle maintenance checks. Driver Safety Program shall be included as part of the Training Plan.

14) Driver Sensitivity Training Program: CONTRACTOR shall implement a continuing driver sensitivity training program focusing on the importance of passenger relations and to ensure drivers respond appropriately to all customers, especially elderly and disabled passengers.

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

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

- a) Lecture on the ADA law with hands-on employee participation
- b) Instructional media (e.g. slides, video, etc.) as may be successfully integrated into the instructional process.
- c) Three (3) full hours of classroom ADA operational training. This training shall include a discussion of various disabilities that present transportation issues, scenarios regarding service to passengers with disabilities, and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative to passengers with disabilities. Included within this training shall be a discussion of:

- a. Operator responsibilities.
  - b. Equipment and devices currently in use.
  - c. Proper use and securement of such equipment and devices.
  - d. Other matters as the CONTRACTOR deems appropriate. Field time on the bus with instructors to evaluate operator expertise in boarding, securement, and debarking of mobility-aid devices and the operator's familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.
- d) For use in hands-on training and hands-on evaluation, the CONTRACTOR shall provide a manual wheelchair.

Annual Refresher Training: ADA sensitivity training each year. This training shall include:

- a) A review of ADA complaints filed by passengers with disabilities during the preceding year by category.
- b) A review of passengers with disabilities requiring special service needs.
- c) ADA operational training, including a discussion of scenarios regarding service to passengers with disabilities and the practical remediation of access problems presented in those scenarios, and equipment and other resources available to make public transit a viable transportation alternative for passengers with disabilities.
- d) Updates on changes to ADA law and related mandates as appropriate.
- e) Included within this training shall be a discussion of:
  - a. Operator responsibilities.
  - b. Boarding and securement equipment and devices currently in use.
  - c. Proper use of such equipment and devices.
  - d. Other matters as the CONTRACTOR deems appropriate.
- f) A minimum of one (1) hands-on check to evaluate operator expertise in boarding, securement, and debarking of mobility-aid devices and the operators' familiarity with other equipment and devices then in use. Several types of mobility-aid devices shall be used to conduct the hands-on training.

For use in hands-on training and hands on evaluation, the CONTRACTOR shall provide a manual wheelchair.

Additional Training: In addition to the above-noted training requirements, Operators will be required to have additional extensive training outlining to include but not limited to; Personal Care Assistance and Companions, Transfers, Fare, Mobility Devices, Service Animals, Reasonable Modification, Prohibited Activities, and ADA Emergency Communication.

16) Daily Logs: Drivers shall maintain appropriate documentation to show number of passengers and mileage for fixed route and paratransit. Dispatcher shall maintain appropriate documentation to show point of origin/destination, time of call for immediate service requests, time of pickup/drop off for each completed trip, no-shows and cancellations, subscription service requests, customer service forms and trip refusal log for Paratransit services. Trip/farebox reconciliation documentation shall be maintained for both fixed and paratransit. Driver information i.e. service hours, bid hours shall be submitted to the City monthly in the format of a Daily Service Log, which will be submitted with the payment invoice for the previous month's service. This invoice and the Daily Service Logs

shall be submitted to the City no later than the tenth working day of the month. CONTRACTOR shall maintain records for the duration of the Agreement. CONTRACTOR shall ensure that vehicle service hours shall be directly traceable by operator trip sheets that will be provided to the CITY upon request.

17) Compliance with Federal, State and Local Requirements: CONTRACTOR shall comply with all applicable Federal State and Local requirements, including but not limited to drug and alcohol testing and reporting requirements and ADA mandates. CONTRACTOR shall make available to the City a copy of its Drug and Alcohol Testing Policies and Procedures. Certifications made by the CONTRACTOR as part of their RFP response are incorporated into this Agreement and in effect for the duration of the Agreement.

In as much as the services herein described are to be purchased with Federal assistance authorized by the Department of Transportation and Federal Transit Administration (FTA) laws and regulations codified at 49 USC §§ 5301 et seq.; or Title 23, United States Code (Highways); or the Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, 23 USC § 101 note, as amended by the TEA-21 Restoration Act, Pub. L., 105-206, July 22, 1998, 23 USC § 101 note, (TEA-21), Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP 21), Pub. L. 112-141, July 6, 2012, and other further amendments thereto, Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94 , as may be amended, or other Federal enabling laws administered by FTA and guidance thereto, including without limitation FTA Circular 4220.1F and amendments thereto, the CONTRACTOR will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Department of Transportation and City of Decatur and to flow all applicable federal provisions down to Subcontractors at every tier.

Specific guidelines shall be those prescribed by "Federal Transit Administration Master Agreement" 49 C.F.R., Part 18, Federal Transit Administration (FTA) Circular 4220.1F, "Third-party Contracting Requirements" and OMB Circular A-1 02 "Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments".

18) Holidays: No transit services shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or any other holiday authorized by the City.

19) Charter Service: CONTRACTOR shall not operate charter service using City vehicles without prior written consent from City. If charter service is allowed, then it shall be provided in accordance with FTA regulations.

20) Ticket Distribution: CONTRACTOR shall distribute tickets to appropriate outlets and sell tickets, as agreed upon by City. CONTRACTOR shall collect, record, and return all tickets and money received as fares. Ticket data shall be provided monthly.

21) Fare Collection: CONTRACTOR shall perform fare reconciliation and accounting daily, and all fare revenue shall be taken to a banking institution or City Finance Department daily, or as directed by the City. Fare revenue shall include cash fares, tickets and pass sales, and any other revenue collected by CONTRACTOR. Daily fare revenue deposits shall be accompanied by

appropriate reconciliation documentation satisfactory to the City. CONTRACTOR shall collect data for specific analysis as may be requested by the City.

CONTRACTOR may be held accountable for any variance or discrepancies between the farebox revenues reported and the bank deposited revenue. Deposits greater than amounts reported will be deemed correct. However, deposits less than amounts reported will be considered a shortage for which CONTRACTOR may be held accountable. Shortages shall be deducted from CONTRACTOR's monthly invoice.

22) Internal Financial Controls: CONTRACTOR shall maintain sound internal controls over all tickets and monies collected through ticket sales and farebox collections in cooperation with and subject to periodic audits by the City Finance Department.

23) Invoicing and Billing: CONTRACTOR shall submit detailed monthly invoices and/or billings to the City or service pursuant to the Agreement. CONTRACTOR shall invoice City monthly for all charges due to CONTRACTOR pursuant to this Agreement and no later than the 10<sup>th</sup> of the month after the service for the prior month has been provided. All monthly and hourly rates billed to the system will be included in the City's invoice. CONTRACTOR's monthly invoices shall be submitted with a Monthly Report with sufficient operating detail to allow the City to verify all charges.

24) Marketing and Public Relations: CONTRACTOR shall provide technical assistance, assist in marketing and promotional activities, distribute promotional materials in vehicles by drivers, and perform liaison services as requested by the City. Advertising or posting of any written materials on the interior and exterior of Revenue and Non–Revenue Vehicles by CONTRACTOR is prohibited.

CONTRACTOR shall cooperate in the City's marketing and advertising (such as through the installation and removal of all interior rider alerts, newsletters, bus scheduling information, and bus on display at events as schedule allows) at no additional expense to the City. CONTRACTOR may not use City name or logo without City's prior written consent.

City will provide all printed bus media. CONTRACTOR shall be responsible for ensuring proper care, protection, handling, and maintenance of City Bus Media, and other printed schedule materials, and for ensuring that there is an adequate supply of media onboard each Revenue Vehicle and at the Transit Center location. CONTRACTOR shall provide City with at least two (2) months advanced notice of dwindling supplies, based on typical usage, to allow City sufficient time to order replacement materials.

Communications with the Media. All communications with the media shall be the sole responsibility of City. CONTRACTOR and its employees shall not engage the media as a spokesperson for City. In addition, CONTRACTOR and its employees shall not speak on behalf of City in any online forum or social media site, at official public meeting, or to members of the press. CONTRACTOR shall limit its public engagement with customers to answering questions on board City Revenue Vehicles, at bus stops, at the Transit Center, or as part of the official customer comment system.

Endorsement Policy. CONTRACTOR may not use City's name, logo, or images in vendor promotional materials, written or oral endorsements, customer profiles, online information, or sales collateral unless specifically authorized in writing by City's Transit Administrator. This provision does not prohibit CONTRACTOR from using City as a reference in responding to a request for proposals or other procurement solicitation, if CONTRACTOR coordinates all requests for references with the Transit Administrator.

25) **Insurance:** CONTRACTOR, at its own expense, shall maintain required and appropriate insurance coverage at all times during the terms of this agreement, as detailed in the Insurance and Indemnification sections of the RFP, including documentation of coverage to City, and shall provide the City with certificates certifying that CONTRACTOR has liability, comprehensive, and collision insurance for each vehicle as required by the City. Such insurance shall name CITY as an additional insured. CONTRACTOR shall provide documentation prior to commencement of the work under this agreement and of any changes to insurance coverage including changes resulting from additions or removals of vehicles to the City's transit fleet.

Such insurance shall protect the CONTRACTOR from claims which may arise out of or result from the CONTRACTOR's operations under this Agreement and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a subcontractor or by anyone employed directly or indirectly by any of them, or by anyone for whose acts any of them may be liable.

Approval by the CITY: Approval of the insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder. It is to be understood that CIT does not in any way represent that the insurance of the limits of insurance specified herein are sufficient or adequate to protect the CONTRACTOR's interests or liabilities.

CITY reserves the right to request a copy of all policies and endorsements prescribed herein.

a. **Commercial General Liability (CGL) Insurance** in the amount of \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage and with a \$25,000,000 annual aggregate.

b. **Business Automobile Liability (BAL) Insurance** in the amount of \$25,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work. CONTRACTOR shall also be responsible for maintaining Auto Physical Damage coverage on the vehicle on an actual cash basis for any damage caused to the vehicles that is attributable to negligence of the CONTRACTOR or that occurs while the vehicle is being operated.

c. **Statutory Workers' Compensation Coverage** in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this agreement and under the control of the CONTRACTOR. Employers' Liability coverage in the amount of \$1,000,000 per accident/\$1,000,000 per employee for disease will also be included.

General Requirements: The CONTRACTOR shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by the CITY. ***CONTRACTOR shall furnish evidence of such insurance in the form of a certificate (Accord or similar form).***

CITY will accept any combination of primary CGL along with Excess or Umbrella policies, as well as primary BAL along with Excess or Umbrella policies to meet the minimum coverage requirements contained herein.

The certificate shall provide the following:

- The policy shall be written on an occurrence basis. If any insurance specified above it written on an “Claims Made” (rather than an “occurrence” basis), then, in addition, to the coverage requirements stated herein, CONTRACTOR shall:
  - a) Ensure that the Retroactive Date is shown on the policy, and such date shall be before the date of the CONTRACTOR or any work beginning under the agreement.
  - b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
  - c) If insurance is cancelled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the agreement effective date, CONTRACTOR shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.
- Name the CITY as an additional insured for CGL and BAL.
- Contain a waiver of subrogation in favor of the CITY.
- Specify that the CGL and BAL insurance is non-contributory as respects any insurance or self-insurance programs maintained by the CITY.
- Contain a specific reference to the subject contract.

In the event the insurance should be materially changed or cancelled, the CONTRACTOR shall provide the CITY at least thirty (30) days’ notice prior to the effective date of the change or cancellation.

An insurance company having less than an A-VII rating by the A.M. Best Company will not be considered acceptable. All certificates are subject to acceptance by the CITY.

**26) Equipment and Vehicle Maintenance and Management:** The City shall provide sufficient vehicles, radios, fuel and fareboxes required for the provision of the services as identified in the Scope of Work identified in this Agreement and the associated RFP. The Contractor shall service City vehicles.

Vehicles shall be parked in a location(s) to be provided by the City or as designated by the City. CONTRACTOR shall provide maintenance of vehicles and radios by ensuring repairs are completed in a timely manner. Specifically, CONTRACTOR shall be responsible for the following:

- a. CONTRACTOR employees will flag regular preventative maintenance intervals. CONTRACTOR will optimize the scheduling of vehicles for preventive maintenance and other repairs so as not to impede the effective delivery of service. CONTRACTOR shall provide CITY access to its maintenance records upon request.
- b. CONTRACTOR shall clean vehicles daily including all interior litter and debris. Exterior of all vehicles shall be washed a minimum of once weekly, but at such frequency as may be required to maintain a clean, inviting appearance. CONTRACTOR will do a detail or more thorough exterior and interior cleaning on each transit vehicle monthly, and CONTRACTOR will maintain a log showing the monthly detail cleaning for each vehicle and submit with monthly reports. City will inspect buses to evaluate bus cleaning performance.
- c. Inspections -- Each Revenue Vehicle and Non-Revenue Vehicle must receive a daily pre-trip inspection by the bus operator scheduled to operate the inspected vehicle prior to being placed in service. Mid-day relief bus operators shall perform an abbreviated inspection. CONTRACTOR shall supply daily pre-trip inspection sheets for Revenue vehicles to document the condition of the vehicle. A record of all such inspections shall be kept by CONTRACTOR and a record will be provided to the City.
- d. CONTRACTOR shall be responsible for licensing Revenue Vehicles with the DMV.
- e. CONTRACTOR is responsible for ensuring that all Revenue and Non- Revenue Vehicles are equipped with a license plate, and that registration and proof of insurance are on board each vehicle.
- f. CONTRACTOR shall maintain the radio base station in good working condition and communicate with City to advise staff of maintenance requirement for radios on City-owned transit vehicles.
- g. CONTRACTOR shall provide a computer aided dispatch system to develop, deploy and support passenger information and data solutions for Fixed and Paratransit service.

27) Safety, Accident, Incident and Complaint Procedures: CONTRACTOR shall develop, implement, and maintain formal procedures, subject to City review and approval, to respond to accidents, incidents, service interruptions, and complaints. A written copy of the procedures will be provided to the City within 60 days of initiation of this Agreement. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in- service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten (10) minutes behind schedule, and Paratransit vans operating more than thirty (30) minutes behind schedule. CONTRACTOR shall maintain a formal log of all complaints received and track resolution.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the City of Decatur Police Department, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident. City transit staff shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to City property within three (3) working days. In cases involving injury, CONTRACTOR shall notify City transit staff immediately upon receipt by CONTRACTOR of such information. CONTRACTOR shall document total number of accidents on the Monthly Report to the City.

CONTRACTOR shall be responsible for the safety of its personnel and for any worker's



compensation claims that might result from performance of emergency service.

CONTRACTOR shall not be responsible for damage to CITY-owned Vehicles that result directly from any incident outside of the control of CONTRACTOR while it is performing emergency services as authorized or directed by CITY.

CONTRACTOR shall be responsible for providing the following reports to CITY relating to system safety and security:

(a) Monthly. -- (A) Security and Emergency Incident Report/Trend Analysis; (B) safety meeting agenda, including corrective actions taken because of items identified through the safety committee; (C) Vandalism/Incident Tracking Report; (D) employee training sessions, and (E) NTD Safety and Security Reporting Module Forms. In addition, CONTRACTOR shall make the minutes of safety meetings available to CITY upon request.

(b) Annually. -- (A) Year End Trend Analysis; and (B) other reports as required by the CITY or by Federal, state, or local agencies.

28) Conferring and Coordinating: CONTRACTOR shall meet, confer, and coordinate on operations such as Agreement management, complaints, ADA complaints, on-time performance monitoring, bus maintenance, marketing, and route planning with City on a weekly basis.

29) Other Duties: CONTRACTOR shall perform all other work as may be necessary to comply with the requirements of this Agreement.

30) Dispatching Software: CONTRACTOR shall utilize dispatching software with enhanced functions. CONTRACTOR shall provide tablets or comparable hardware equipment (including replacements) and mounts that are fully utilized and functional during the contract period. CONTRACTOR shall install all equipment and make fully operational the scheduling dispatch software inclusive of enhancements within sixty (60) days of initiation of this Agreement. CONTRACTOR shall be responsible for compatibility of the scheduling dispatch software with expansion of the fleet.

31) On-Board Video Surveillance Cameras: CONTRACTOR shall be responsible for the operation and maintenance of on-board video surveillance camera equipment on City transit vehicles. CONTRACTOR shall be responsible for managing the video surveillance data stored on City owned server. City shall provide any required notice to riders and placards shall be placed on vehicles with notice of recording.

32) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and reporting requirements, and other such requirements, as may be required by the City and as indicated in Exhibit B. Breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received shall be reported to the City.

The City shall have the right to assess and audit any and all records associated with the service(s) provided under this Agreement. In addition, authorized regulatory agencies may be authorized to review the CONTRACTOR's service records in accordance with applicable law.

CONTRACTOR shall maintain, at a minimum, the operations records referenced in the RFP as Exhibit B: City of Decatur Reporting Requirements of the RFP, including the following in two separate reports, a report for Fixed route and a report for Paratransit:

- a) Daily ridership by vehicle
- b) Daily ridership by wheelchair-bound passengers
- c) Daily mileage by vehicle
- d) Daily vehicle service hours by vehicle
- e) Trip log from each vehicle operator
- f) Dispatch records showing times for:
  1. Receipt of service requests
  2. Pickup point/drop-off point
  3. Pickup assignment made
  4. Actual pickup
  5. Variance between requested times and actual pickup times
  6. Actual delivery of passenger
- g) On-time performance
- h) Trip denials
- i) ADA eligibility certifications, trip requests/denials, complaints log

CITY reserves the right to establish a standardized format with which CONTRACTOR must comply.

CONTRACTOR shall prepare and maintain the following records and documents, and shall submit the following reports to the City:

- A. Monthly Summaries. CONTRACTOR shall prepare monthly summaries of the various required reports in accordance with established reporting schedules. These summaries shall include but are not limited to: mileage, hours, ridership, route-by- route operating data, fare data, accident report, incident report, in-service trouble calls, wheelchair use report, bicycle rack use report, special ridership categories as required, inventory of transfers, Ride Guides, route maps, day passes, telephone system data, bus cleaning, and other requested reports. DPTS reports shall distinguish all data points by City. This report will present the data by vehicle, service area and total system basis and will include a statement of existing or potential problems and suggested solutions. CONTRACTOR will record and report trip data for City. CONTRACTOR will maintain dispatcher's trip sheets and daily logs for review by City. Monthly summary reports shall be submitted to CITY no later than ten (10) Days after the end of each month.
- B. Passenger Complaint and Compliment Reports. CONTRACTOR shall document operational problems, passenger complaints, passenger compliments (whether received directly or through City general comments. The report must describe any action taken regarding these problems or complaints. Documentation shall be in place on the day following identification of the operational problem or receipt of such passenger complaint. CONTRACTOR shall address all passenger complaints in accordance with the established complaint categories and procedures (Title VI, ADA, or General). All records of passenger complaints are to become a permanent record.

- C. Incident and Accident Reports. CONTRACTOR shall, in accordance with the RFP, immediately notify the Decatur Police Department, then the Transit Administrator (or other appropriate City management staff if the Transit Administrator cannot be contacted) in the event of any traffic accident involving personal injury or substantial property damage or any other significant non-routine incident or event occurring in the operation of services.
- D. National Transit Database (NTD). CONTRACTOR shall provide the data items to the City as required by the FTA by September 1 each year for City to complete the NTD Systems Reporting Module. CONTRACTOR shall submit to City applicable corresponding forms as described in the NTD Systems Reporting Manual. CONTRACTOR shall report to City by September 1 of each year the number of full time equivalent employees working in the service addressed by this agreement.
- E. Financial Reporting Requirements CONTRACTOR shall establish and maintain full and complete books of account for services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting and shall be subject to approval, inspection, and audit by authorized employees and agents of City.
- F. Equal Employment Opportunity (EEO) Affirmative Action Report. CONTRACTOR shall maintain and implement an Equal Employment Opportunity/Affirmative Action Program and policy in accordance with FTA guidelines. CONTRACTOR shall, not later than 30 days after the end of each City fiscal year, prepare an EEO report which consists of the following:
  - a. Workforce Analysis for each job category;
  - b. Job Group Analysis for each job category;
  - c. Hiring Analysis for each job category;
  - d. Promotional Analysis for each job category;
  - e. Termination Analysis for each job category;
  - f. Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short term and long-term goals for achieving under-utilized minority groups; and
  - g. Availability Analysis that compares the current workforce against the available workforce.
- G. Surveys. City may, in its discretion, obtain additional documentation of service using passenger surveys. These surveys may be administered by authorized representatives of the City or its designee. CONTRACTOR shall ensure the cooperation of all personnel with any operational procedures relating to such surveys, including the distribution of survey questionnaires or other actions necessary to obtain service related information.
- H. Meetings. CITY's Transit Administration or designee, and other appropriate City management staff and CONTRACTOR's Operations/General Manager and appropriate Key Personnel shall meet at least once a month to review the overall performance of CONTRACTOR and the administration of this Agreement. In addition, CONTRACTOR shall participate in all audits and reviews by paratransit and fixed route operations.

32) Records and Reports: The CONTRACTOR must be familiar with National Transit Database and reporting requirements, and other such requirements, as may be required by the City and as indicated in Exhibit B. Breakdowns, road calls, missed trips (explaining the cause), and detailed records of all passenger complaints, comments and suggestions received shall be reported to the

City.

33) Liquidated Damages: The CONTRACTOR's failure to perform the contractually obligated services shall result in the assessment of liquidated damages as detailed in **Exhibit C, City of Decatur Performance Standards**. Liquidated Damages is a specific sum of money stipulated by the contracting parties as the amount to be recovered for each day of delay or each standard of performance not met in delivery of the product or completion of the contracted services. A formal letter from the CITY will document the date(s) of non-compliance or non-performance of the CONTRACTOR, and will detail to the CONTRACTOR the reason for the liquidated damages.

Liquidated damages shall be deducted automatically by the CITY from their respective invoices for the period(s) in which they occurred. The decision of the CITY is final with respect to any assessment of liquidated damages. The parties acknowledge that calculation of actual damages is impossible given the variety of factors influencing such calculation, including the impact on public safety caused by a failure to provide transit services, the impact on third parties, the disruption of commerce within the CITY and other factors. Accordingly, the parties have agreed to the liquidated damages contemplated herein as a reasonable facsimile of the actual damages, and not as a penalty. The CONTRACTOR expressly agrees that it has reviewed these liquidated damages and agrees that they are valid, enforceable and appropriate.

34) Indemnification. CONTRACTOR shall indemnify, defend, protect, and hold harmless the CITY, and its officers, directors, stockholders, representatives, subsidiaries, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONTRACTOR's performance of its obligations under this agreement or out of the operations conducted by CONTRACTOR, including the CITY's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY. In the event the CITY indemnitees are a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR's performance of this agreement, the CONTRACTOR shall provide a defense to the CITY indemnitees, or at the CITY's option, reimburse the CITY indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. Repair of physical damage that occurs to the buses shall be the sole responsibility of the CONTRACTOR or CONTRACTOR's insurer.

35) Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

36) Venue and Jurisdiction: All work done pursuant to any agreement resulting from this Request for Proposals will be governed and enforced by the laws of the State of Illinois. The sole venue for dispute resolution involving any litigation arising out of this Agreement shall be the Circuit Court of Macon County, Illinois. Further, the proposer shall abide by all federal, state, and local laws, codes, licenses, agreements, tariffs, bonding, and insurance requirements. No claims for additional payment shall be approved for changes required to comply with any such requirements.

37) Exhibits and Attachments: The CONTRACTOR shall conform to the requirements set forth in the Exhibits and Attachments include in RFP #2020-01. And, as a condition of this agreement, the CONTRACTOR must abide by requirements set forth in the Exhibits and Attachments.

38) Counterparts: This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and emailed copies of manually executed signature pages to the agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

**B. CITY Responsibilities:** The City, as the owner of the service, shall establish overall management and operational policy for the service. The City will periodically consult with CONTRACTOR on operational issues affecting service.

1) Fuel: City shall provide fuel.

2) Routing and Scheduling: City shall provide routing and scheduling directives for fixed-route service. CONTRACTOR shall provide routing and scheduling for paratransit.

CONTRACTOR is expected to assist City in planning service changes including providing a driver to test proposed routing. This assistance is not separately billable and is not considered revenue hours, special bus services or additional services. CONTRACTOR may suggest alternatives to any service changes proposed by City, and may also propose service changes or operating efficiencies it believes are appropriate for more efficient or improved services under this Agreement.

3) Bus Stops and Bus Shelters: City shall provide bus stops, bus shelters, and related amenities.

4) Maintenance: City will replace City-owned vehicles, including parts and labor. City will provide RTA Fleet Management software, and the accounting software to purchase parts.

5) Tickets/Passes and Schedules: City shall coordinate with CONTRACTOR to develop tickets, passes and Fixed and Paratransit schedules/brochures for distribution by CONTRACTOR. CITY provides the accounting software to process ticket sales.

6) Advertising and Marketing: City shall coordinate with CONTRACTOR to develop, promote, and distribute advertising and promotional transit materials. City shall provide marketing, public relations, and advertising services. City's decisions on all matters relating to advertising shall be final.

7) Payment: City shall ensure payment of proper charges within thirty (30) days after CONTRACTOR submission of an accurate monthly invoice and/or billing.

8) Maximum Obligation. City agrees to pay CONTRACTOR for its services as described herein:

A. The price to be paid by CITY to CONTRACTOR for fixed-route service, supplemental service, and paratransit shall not exceed the amounts as outlined below:

**Note:** Costs after FY21 are based on an estimated annual CPI increase of two percent (2%) each year. Effective July 1 of each contract year, actual rates shall be adjusted to no more than the CPI annual change as of May of each year but in no event, shall exceed three percent (3%). Rates shall not be decreased.

- A. For the period **January 1, 2021 through June 30, 2022**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 102,866  $\pm 15\%$  vehicle service hours for Fixed route, 20,040,  $\pm 15\%$  vehicle service hours for Paratransit and 2,190 for supplemental service. Actual costs shall be based on an agreed upon CPI between the CITY and CONTRACTOR.
- B. For the period **July 1, 2022 through June 30, 2023**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 68,577  $\pm 15\%$  vehicle service hours for Fixed route, 13,360,  $\pm 15\%$  vehicle service hours for Paratransit and 1,460 for supplemental service. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- C. For the period **July 1, 2023 through June 30, 2024**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 68,577  $\pm 15\%$  vehicle service hours for Fixed route, 13,360,  $\pm 15\%$  vehicle service hours for Paratransit and 1,460 for supplemental service. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- D. For the period **July 1, 2024 through June 30, 2025**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 68,577  $\pm 15\%$  vehicle service hours for Fixed route, 13,360,  $\pm 15\%$  vehicle service hours for Paratransit and 1,460 for supplemental service. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- E. For the period **July 1, 2025 through June 30, 2026**, an estimated xxx Dollars (\$xxx,xxx), for a maximum of 68,577  $\pm 15\%$  vehicle service hours for Fixed route, 13,360,  $\pm 15\%$  vehicle service hours for Paratransit and 1,460 for supplemental service. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- F. For the period (**Option Year 1**) **July 1, 2026 through June 30, 2027**, an estimated xxx Dollars (\$xxx,xxx) for a maximum of 68,577  $\pm 15\%$  vehicle service hours Fixed Route, 13,360  $\pm 15\%$  vehicle service hours for Paratransit and 1,460 for supplemental. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.
- G. For the period (**Option Year 2**) **July 1, 2027 through June 30, 2028** an estimated xxx Dollars (\$xxx,xxx) for a maximum of 68,577  $\pm 15\%$  vehicle service hours for Fixed Route, 13,360  $\pm 15\%$  vehicle service hours for Paratransit and 1,460 for supplemental service. Actual costs shall be based on an agreed upon CPI between CITY and CONTRACTOR.

Effective July 1 of each contract year beyond FY2021, rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). CONTRACTOR's total proposed costs for "Year 1, FY2021-22" will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR's actual "Cost per Revenue Hour" rate shall be adjusted to no more than the national Consumer Price Index (CPI)

annual change as of May of each year but in no event, shall exceed three percent (3%). For purposes of this AGREEMENT, “CPI” shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), “All items less food and energy.” The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR’s Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

Additional vehicle service hours may be operated upon the written request of the CITY and such additional service shall be more than the maximum obligation amount(s) as established therein. CITY shall pay CONTRACTOR for such additional service at the appropriate fixed hourly rate as established in this Agreement. Reduced vehicle service hours may be scheduled upon the written request of the CITY, and such reductions shall reduce the maximum obligation of the CITY referenced above. In such case, the fixed hourly rates and fixed monthly fees provided in Section 5. Price Formula, will not be changed. The fixed hourly rate, however, may be renegotiated in the event vehicle service hours agreed upon in Section 5a. are increased or reduced cumulatively by more than fifteen percent (15%).

All payments from CITY to CONTRACTOR for future services are contingent on and subject to the availability of Illinois Department of Transportation (IDOT) DOAP funding, Federal Transit Administration (FTA) funds, and any other related transit funds to continue the services herein described. CITY cannot obligate funds beyond the current fiscal year. It is the intent of the CITY to pay CONTRACTOR for all services operated. CITY shall notify CONTRACTOR if such funds will become unavailable or insufficient for the provision of service, such that CONTRACTOR does not operate service for which CITY cannot pay. Notwithstanding any other provision of this Agreement, no CITY General Fund monies shall be encumbered or otherwise obligated. CITY may terminate this Agreement if IDOT, FTA, or any other transit-related funds are not available or insufficient.

**Price Formula:** Effective July 1 of each contract year beyond FY21, all rates shall be adjusted to no more than the Consumer Price Index (CPI) annual change as of May of each year but in no event, shall exceed three percent (3%). Rates shall not be decreased. Annually, new rates shall be agreed upon, in writing, by the CITY and CONTRACTOR prior to invoicing by CONTRACTOR. Payment by CITY shall be computed as follows:

A. **Vehicle Service Hourly Rate**

1. For the period January 1, 2021 through June 30, 2022, the cost per vehicle service hour is \$xx.xx for Fixed Route, Paratransit and Supplement service CONTRACTOR’s total proposed costs for “Year 1, FY2021” will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR’s actual “Cost per Revenue Hour” rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year but in no event shall exceed three percent (3%). For purposes of this AGREEMENT, “CPI” shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), “All items less food and energy.” The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR’s

Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

2. Vehicle Service Hours for fixed-route service shall be defined as the total number of hours operated while in revenue service commencing when the bus stops at the first designated stop and ends at the last designated stop, excluding deadhead time to and from the yard, designated lunch breaks, and fueling time. “Vehicle Service Hours” for paratransit shall be defined as the total number of hours and fraction thereof operated in quarter hour increments while in revenue service from the first passenger “pick-up“ to the time of the last passenger “drop-off” per vehicle per driver, specifically excluding any driver preparation time; paid or unpaid driver break periods; lunch periods; deadhead time either to or from the yard; driver exchange periods; fueling time, road calls or any such period that the driver and vehicle are not specifically engaged in the “pick-up”, transport, or “drop-off” of revenue passengers. Such exclusions shall not include travel time between passenger “pick-ups/drop-offs.” “First Passenger Pick-Up” shall be defined as the driver’s actual arrival time or the “scheduled” pick-up time.

**B. Fixed Monthly Fee**

3. For the period January 1, 2021 through June 30, 2022, the fixed monthly fee is \$xx. CONTRACTOR’s total proposed costs for “Year 1, FY2021-22” will be considered a firm price. Effective July 1 of each contract year beyond Year 1, CONTRACTOR’s actual “Fixed Monthly Fee” rate shall be adjusted to no more than the national Consumer Price Index (CPI) annual change as of May of each year, but in no event, shall exceed three percent (3%). Rates shall not be decreased. For purposes of this AGREEMENT, “CPI” shall mean the CPI published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Urban Consumers, U.S. City Average (1982-84=100), “All items less food and energy.” The CONTRACTOR must have written CITY concurrence of the CPI to be used for annual increases through the duration of the CONTRACTOR’s Agreement with the CITY. The CONTRACTOR and CITY must agree to the CPI to be used prior to CONTRACTOR invoicing and CITY reimbursement in the new fiscal year.

9) Grant Applications. The CITY shall prepare and submit grant applications to support the transit system.

10) Facilities: The CITY shall provide the following operating and bus facilities:

| <i>Base Operations</i>                                     | <i>Facility Address</i>                         |
|--|---|
| Administrative and Maintenance                             | 555 E Wood St<br>Decatur, Illinois 62523        |
| Bus Transfer Center & Operation<br>and Paratransit Offices | 353 E Williams St<br>Decatur, Illinois 62523    |
| Bus Storage  | 100 Industrial Court<br>Decatur, Illinois 62523 |



- a. The CITY will be responsible for maintenance and upkeep of the facility, including any capital upgrades. With CITY's prior approval, CONTRACTOR may perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.
- b. CITY will indemnify, defend and hold harmless CONTRACTOR from any environmental condition, including any condition arising from the release of hazardous material, at any of CITY's facilities existing prior to CONTRACTOR's occupancy of such facilities.
- c. CITY will provide property insurance for all existing facilities.
- d. CITY will provide access to existing, budgeted workstation equipment and services, including telephone service, radios, computers and internet.

11) Vehicles and Equipment: CITY will provide all revenue and non-revenue vehicles and related equipment to CONTRACTOR. CITY will provide tools and equipment for maintenance of the revenue and non-revenue fleet. CITY will provide all parts for revenue and non-revenue vehicles. CITY will provide parts for the facility to extent such parts cost \$500 or greater; parts for the facility costing less than \$500 will be provided by the CONTRACTOR. CITY will provide tires for all fixed route and paratransit vehicles. CITY will supply all fuel, lubricants and oils for revenue and non-revenue vehicles.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY:

City of Decatur, Illinois

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**CITY OF DECATUR REPORTING REQUIREMENTS**  
RECORDS AND REPORTING

1. General Provisions

- A. The Contractor shall maintain all project records as requested by the City.
- B. Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the City pursuant to this RFP on file for at least three (3) years following the date of final payment to Contractor by the City. The above records retention requirement shall include daily drivers logs, trip tickets, vehicle trip sheets dispatch records and any data summaries compiled by the Contractor as well as all other books, records and documents. Any duly authorized representatives of the City shall have access to such records for inspection, audit and copying at reasonable times during Contractor's usual and customary business hours.
- C. All project records prepared by the Contractor shall be owned by the City and shall be made available to the City at no additional charge.
- D. Summary reports shall be provided monthly to the City. Said monthly reports shall be received no later than the 10th day of the following month.
- E. The format (preferably electronic) to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the City.
- F. The Contractor's submittal of reports to the City shall be interpreted as certification that all information is accurate.

2. Daily Records

- A. Vehicle trip sheets shall be legibly maintained by drivers and shall include but not be limited to the following information:
  - 1. Driver name and vehicle number.
  - 2. Total daily passenger counts, by fare type, and by passenger category.
  - 3. Daily mileage by vehicle, including mileage leaving and at return to base. Mileage shall be measured in tenths of a mile.
- B. Contractor shall make all vehicle trip sheets available to the City on a periodic basis as shall be requested by the City. Said trip sheets shall be maintained, labeled and arranged chronologically by day. Appropriate summary documents shall be included with the related vehicle trip sheets.
- C. Contractor shall be responsible for producing an actual count of fixed-route riders provided by each route and sub-route by direction of travel (for example (Route 1 to Hospital; Route 1 from Hospital).
- D. Paratransit dispatcher logs shall be maintained daily and shall include but not be limited to the following information:

1. Name, address, and telephone number of the user requesting service.
2. Passenger's destination and the requested arrival time at the destination.
3. Identification number of vehicle and driver responding to the trip request.
4. Estimated passenger pick-up time.
5. Actual passenger pick-up time.

E. A daily report summarized monthly of:

1. Total trip request calls.
2. Number of trip denials.
3. Reason for trip denials.
4. Number of trips scheduled.
5. Identification of "No Shows."

F. Trip Information

1. Customer name.
2. Vehicle used.
3. Trip origin and destination.
4. Scheduled pick-up time.
5. Actual pick-up time.
6. Actual arrival time (at destination).

G. Driver – Vehicle Information

1. Shift including total hours.
2. Revenue hours.
3. First pick-up and last drop off for each shift.
4. Indicating times of lunches, breaks, road calls and any other service interruptions.

H. Unusual Occurrences

1. Wait times.

3. Monthly Summaries - City Transit Services

A. The Project Manager shall prepare and submit to the City a monthly summary report within ten (10) working days after the end of the operating month to receive reimbursement for the prior month's service. Monthly summary reports shall include, but not be limited to:

1. Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried, VRM, VRH, VOMS, and the amount of fares and transfer slips collected by the operator.
2. Monthly summary of daily operator and dispatcher logs as relevant back-up information to the monthly summary report.

B. The Project Manager shall also document operational problems or passenger complaints and describe any action taken regarding these problems. Passenger complaints related to safety or serious operational

deficiencies shall be reported to the City no later than the next working day following Contractor's receipt of complaint.

C. Reports for City services shall include the following information at a minimum:

1. Actual count of passengers by mode.
2. Passenger data by fare type and passenger category.
3. Total vehicle miles.
4. Vehicle revenue miles.
5. Total vehicle hours.
6. Vehicle revenue hours.
7. Fares collected.
8. Transfers.
9. Count of no-shows by paratransit passenger.
10. Count of paratransit reservation cancellations.
11. Detail of any fixed route missed runs.
12. Data should show monthly summary and be broken down by day.
13. Accidents by FTA category.
14. Fuel consumption.
15. Road calls.
16. Maintenance miles.
17. School days.
18. Supervisor miles.
19. On-time and wait time samples.
20. Tabulations and descriptions of the types and nature of complaints and follow-up actions taken.
21. Bus exterior washing by vehicle.

D. The Contractor shall provide the City with an up-to-date driver roster each month. Roster will be submitted as part of the monthly reporting. The Contractor shall also include a report summarizing turnover in personnel and descriptions of recruitment and training efforts.

5. National Transit Database (NTD) The Contractor shall be responsible for collecting operating data required by for the NTD and other pertinent ridership information. NTD requirements entail a high level of financial and operational data. The Contractor shall be responsible for on-board operational data sampling utilizing an FTA-approved sampling methodology. All source documents shall be maintained for the duration of the Agreement and released to the City following final payment. The Contractor may be subject to an audit by the City and/or FTA at any time within the Agreement period. Annual NTD data is due to the City no later than September 1<sup>st</sup>. Additionally, monthly Safety and Security reports are due no later than the 10<sup>th</sup> each month. Safety and Security reports should reflect all accident information, with indication to accidents that require a tow-away, transport of passenger or employee to hospital, damage over \$25,000, and fatalities.

## **EXHIBIT C**

### **CITY OF DECATUR PERFORMANCE STANDARDS**

The City seeks to provide public transportation in a professional, courteous and timely manner. Minimum performance standards include, but are not limited to, the standards listed below.

#### 1. Fixed Route Service

A. On Time Performance- The fixed route system shall operate on time 95% of the time. On time shall mean no more than three minutes early and up to no more than five minutes late on any run. On time performance statistics shall be provided on the Contractor's monthly report submitted to the City and shall serve as the basis for this performance standard in addition to any on-time performance evaluation findings conducted by the City. Contractor will be considered on time if lateness is due to train delays, traffic delays, accidents not involving City buses, or boarding of wheelchairs provided Contractor documents each delay by route number, time of day and reason for delay.

B. Missed Runs and Trips- All runs shall be operated per the transit schedules issued by the City. Contractor will not be penalized for missing runs due to a lack of City provided buses. However, the Contractor will be penalized for all other reasons, including mechanical failures, untrained drivers causing buses to go down, missed fueling, driver caused accidents, and any other reasons for missed runs. Missed trips are defined as any instance where scheduled service is not performed along a given route for a period greater than 15 minutes, including late trips, where a passenger stop is skipped resulting in a passenger missing a trip, where passenger stops are skipped due to a vehicle going off route, or where a route fails to start its first scheduled trip of the day by more than 5 minutes.

C. Accident Reporting- The Contractor shall be assessed liquidated damages for each incident of not reporting accidents in writing to City Transit Administrator within six (6) hours of the incident.

*Liquidated damages per incident:* Five hundred dollars (\$500.00) for each standard. Said assessment will be deducted from the Contractor in the month in which run occurs or as otherwise agreed upon in writing by the City.

#### 2. Paratransit Service

A. On Time Performance- Contractor shall meet passenger pickup times for 95% of all passenger service requests based on City's pickup window of 15 minutes before and 15 minutes after requested time. On time performance statistics (showing full calculations and definitions) shall be provided on the Contractor's monthly reported submitted to the City and shall serve as the basis for this performance standard in addition to any on time performance evaluation findings conducted by the City. Contractor will be considered on time if lateness is due to train delays,

traffic delays, accidents not involving City buses, or boarding of wheelchairs provided Contractor documents each delay by route number, time of day and reason for delay.

*Liquidated damages per incident:* Fifty dollars (\$50.00) for each late trip more than 15 minutes beyond the pick-up window. Said assessment will be deducted from the Contractor in the month in which run occurs or as otherwise agreed upon in writing by the City.

B. Excessive Ride Time- Contractor not to exceed more than twice the trip time of a fixed route for any passenger.

*Liquidated damages per incident:* One hundred dollars (\$100.00) for each trip that exceeds more than sixty (60) minutes in trip length time, which is double that of fixed route thirty (30) minute headway. Said assessment will be deducted from the Contractor in the month in which run occurs or as otherwise agreed upon in writing by the City.

C. Missed Trips- Failure to pick up, or more than sixty (60) minutes late from the scheduled pick-up time.

*Liquidated damages per incident:* Two hundred dollars (\$200.00) for each trip where Contractor failed to pick up passenger or is more than sixty (60) minutes late from the scheduled pick up time. Said assessment will be deducted from the Contractor in the month in which run occurs or as otherwise agreed upon in writing by the City.

### 3. Required Reporting

A. Summary reports shall be provided monthly to the City, as detailed in Exhibit B. Said monthly reports shall be received no later than the 10th day of the following month. The format (preferably electronic) to be used for operating reports and monthly summaries shall be developed by the Contractor and approved by the City. The Contractor's submittal of reports to the City shall be interpreted as certification that all information is accurate.

*Liquidated damages per incident:* Five hundred dollars (\$500.00) per day after the 10<sup>th</sup> day of the following month. If the 10<sup>th</sup> of the month falls during a weekend or holiday, then the report is due the next business working day. Said assessment will be deducted from the Contractor in the month in which run occurs or as otherwise agreed upon in writing by the City.

## **Required Clauses**

**REQUIRED CLAUSES.** Appendix A, "REQUIRED CLAUSES", contains language required to be included in any contract arising from this request for proposals. Also, the contractor or subcontractor must insert in any subcontracts the clauses set forth in Appendix A - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses. The following attached clauses and certifications are herein incorporated by reference. Failure to complete and submit requisite certifications with your response may render your proposal non-responsive.

### **Appendix A, Required Clauses**

#### **No Obligation by the Federal government**

1. The DPTS and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal government, the Federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the DPTS, Proposer, or any other party (whether a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer to the extent the Federal government deems appropriate.
2. The Proposer 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 Proposer, to the extent the Federal government deems appropriate.
3. The Proposer 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 and Reports**

**Record Retention.** The Proposer will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data,



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

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

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

**Access to the Sites of Performance.** The Proposer agrees to permit FTA and its contractors access to the sites of performance under the contract as reasonably may be required.

#### Changes to Federal Requirements

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

#### Termination

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

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

If it is later determined by the DPTS that the Proposer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Proposer, the DPTS, after setting up a new delivery of performance schedule, may allow the Proposer to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure** DPTS in its sole discretion may, in the case of a termination for breach or default, allow the Proposer 10 business days in which to cure the defect. In such case, the notice of termination will state the time in which cure is permitted and other appropriate conditions.

If Proposer fails to remedy to DPTS's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) days after receipt by Proposer of written notice from DPTS setting forth the nature of said breach or default, DPTS shall have the right to terminate the Contract without any further obligation to Proposer. Any such termination for default shall not in any way operate to preclude DPTS from also pursuing all available remedies against Proposer.

**Waiver of Remedies for any Breach** If DPTS elects to waive its remedies for any breach by Proposer of any covenant, term or condition of this Contract, then such waiver by DPTS shall not limit DPTS's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

#### Civil Rights Requirements

The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
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 Proposer 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 shall comply with the applicable regulations contained in 41 CFR Parts 60-1 through 60-60; 29 USC Section 793 and the applicable regulations contained in 41 CFR Part 60-741; 38 USC Section 4212 and the applicable regulations contained in 41 CFR Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.
  - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment

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

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

#### Disadvantaged Business Enterprise (DBE) Participation

The Proposer must comply with the DBE program requirements of 49 C.F.R. part 26. The Proposer shall not discriminate based on race, color, national origin, or sex in the performance of the contract. The Proposer shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the Proposer to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Proposer from future bidding as non-responsible. 49 C.F.R. part 26.13(b).

#### Contract Changes Clause

DPTS may at any time, by a written order, and without notice to sureties, if any, make changes within the general scope of this Agreement. Such changes shall serve to modify this Agreement to the extent necessary to execute the change as directed. 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 Services under this Agreement, whether changed or not changed by the order, DPTS shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement accordingly. The Contractor must assert its right to an adjustment under this article within three working days from the date of the receipt of the written order. Failure by Contractor to give timely notice of the change could constitute waiver of a claim for an equitable adjustment. However, if DPTS decides that the facts justify it, DPTS may receive and act upon a proposal submitted at any time before final payment of the Agreement. If the Contractor's proposal includes the cost of equipment or materials made obsolete or excess by the change, then DPTS shall have the right to prescribe the manner of the disposition of such equipment or materials. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this provision shall excuse the Contractor from proceeding with the Agreement as changed.

#### Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, 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 Proposer shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the proposer, 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 proposer 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.

### Energy Conservation

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

### Recycled Products

Recovered Materials - The Proposer 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.

### Access Requirements for Persons with Disabilities

The Proposer agrees to comply with the provisions of 49 U.S.C. § 5301(d), which sets forth the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use transit service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. The Proposer also agrees to comply with all applicable requirements of the following Federal laws and any subsequent amendments thereto: section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities.

### Prompt Payment

The Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the Proposer receives from the DPTS, meeting the requirements of 49 C.F.R. Part 26.29(a). The Proposer must promptly notify the DPTS whenever a Disadvantaged Business Enterprise subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another Disadvantaged Business Enterprise subcontractor to perform at least the same amount of work. The Proposer may not terminate any Disadvantaged Business Enterprise subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the DPTS. The DPTS may conduct prompt payment audits that require the Proposer to submit appropriate documentation to verify compliance with this provision.

### Lobbying

Proposers who apply or proposal for an award of \$100,000 or more shall file the certification required by the U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20 to the extent consistent with 31 U.S.C. §1352, as amended, and other applicable federal laws, regulations, and guidance prohibiting the 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, as amended. 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.

### Cargo Preference

The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed 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; and to furnish within 20 working days following

the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading); and 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

The Proposer agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. 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 Proposer 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 Proposer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

### Clean Air

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

### Buy America

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the US, unless a waiver has been granted by FTA or the product is subject to a general waiver. The Contractor must submit to the City the appropriate Buy America certification in the attachments with its proposal. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

### School Bus Operations

The Contractor agrees to comply with 49 USC 5323(f), and 49 CFR part 604 and part 605 and not engage in school bus operations using federally funded equipment of facilities in competition with private operators of school buses, except where permitted under Federal transit laws and regulations. If the Contractor violates this School Bus Agreement, then FTA may bar the Contractor from receiving Federal assistance for public transportation, or require the contractor to take such remedial measures as FTA considers appropriate.

### Charter Services

The Contractor agree to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: Federal transit laws, specifically 49 USC 5323(d), FTA regulations “Charter Services” 49 CFR part 604, Any other federal Charter Service regulations, or Federal guidance, except as FTA determines otherwise in writing. The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA, withholding an amount of federal assistance as provided by Appendix D to part 504 of FTA’s Charter Service regulations, or any other appropriate remedy that may apply. The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

### Transit Employee Protective Services

Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract. The Contractor agrees to comply with employee protective arrangements of 49 USC 5333(b). This Contract involves public transportation operations and is supported with federal appropriated funds, and applies to all third-party contractors and their contracts at every tier.

### Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, and US DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 CFR part 5. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including grants and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the DOL. The Contractor will permit such representatives to interview employees during working hours on the job. The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

### Contract Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. 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 USC 522a. 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 understand 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.

### Breaches and Dispute Resolution

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the City’s authorized representative. This decision shall be final and conclusive unless within ten days from

the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the City. Regarding such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 USC 3729.

Performance During Dispute- Unless otherwise directed by City, 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 of omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies- Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City 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 of Illinois.

Rights and Remedies- The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City 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.

### Patent and Rights Data

The Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement, or discovery. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through this Underlying Agreement, or when a patent is issued or patented information becomes available as described in the Master Agreement, the contractor or Buyer will notify FTA immediately and provide a detailed report satisfactory to FTA. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.

### Disadvantage Business Enterprise

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to ensure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any agreement.

If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for,

or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer.

Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible.

A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to:

- Notify the Owner immediately of any Delays or incomplete work by the DBE firm.
- Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work.
- If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but the owner in writing must approve any change in subcontractor from the original bid/proposal.

Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

### Bonding

Performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

### Prohibited Interest of Local Official

No member, or officer, or employee of the City of Decatur, or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

### Contract Changes

Any proposed change in this contract shall be submitted to the City of Decatur for its prior approval.

### Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the City. The City shall approve all such subcontracts and agreements.

### Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights.



### Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City reserves the right to accept or reject any such assignment, although City acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

### Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the City's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the City or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

### Ownership of Documents

The Contractor shall permit the authorized representatives of the City of Decatur, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the City, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

### Government (IL) Inspection

The Contractor shall permit the authorized representatives of the City, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system

shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

#### Insurance

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
  - a. Operations - Premises Liability;
  - b. Independent Contractor's Liability;
  - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
  - d. Products Liability;
  - e. Completed Operations Liability;
  - f. Personal Injury Liability, including claims arising from employees of the contractor; and
  - g. Broad Form Property Damage Liability.
4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities more than such coverage. The Contractor and all its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, regarding insurance requirements, prior to the commencement of any work.

Attachment A, Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope of Work, the Specifications, Warranty, and Terms and Conditions with all supporting certificates and affidavits, for the provision of services specified at the prices stated in the fee proposal. The undersigned hereby certifies that the work offered in this Proposal meets or exceeds the requirements of the Scope of Work and are determined suitable for the intended purposes specified. Pricing is valid for a minimum period of ninety (90) calendar days after Proposal Opening.

**Offer (to be completed by Proposer)**

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Signature \_\_\_\_\_ Official's Title \_\_\_\_\_

---

Company Name \_\_\_\_\_ State of Incorporation \_\_\_\_\_ DUNS Number \_\_\_\_\_

---

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

---

Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

**Notice of Award (to be completed by Agency)**

By executing this document, DPTS accepts the Proposal Offer noted herein:

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Signature \_\_\_\_\_ Official's Title \_\_\_\_\_

---

Official's Name \_\_\_\_\_ Date of Award \_\_\_\_\_

Attachment B, Addendum Acknowledgement

If applicable, the undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

|                       |             |
|-----------------------|-------------|
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |
| Addendum Number _____ | Dated _____ |

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, and may require rejection of the proposal.

|                 |       |
|-----------------|-------|
| _____           |       |
| Name of Firm    |       |
| _____           | _____ |
| Signature/Title | Date  |

### Attachment C, Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, 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 Proposer 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.

By signing and submitting its proposal, the Proposer certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

THE PROPOSER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of \_\_\_\_\_  
residing in \_\_\_\_\_.

Attachment D, Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
\_\_\_\_\_. (name of person).

\_\_\_\_\_  
(Notary Public Signature)  
My Commission Expires: \_\_\_\_\_

Attachment E, Lobbying Certification

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

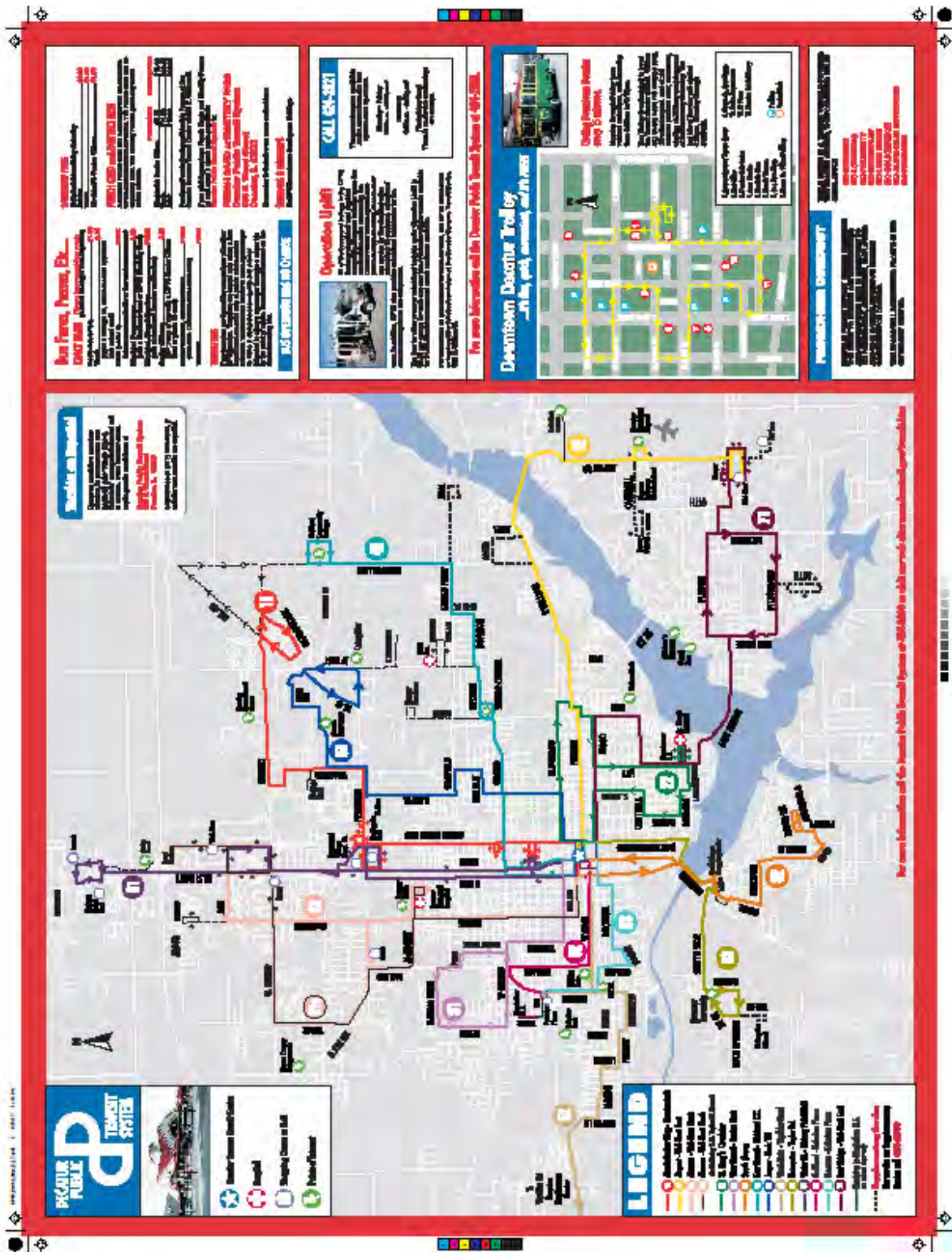
\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date



# Attachment F, Route Information

## City of Decatur Route Map



Attachment G, Certification Regarding Alcohol Misuse and Prohibited Drug Use

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

2) The undersigned shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (26)), as they may be amended or promulgated from time to time during the term of this contract. The undersigned's failure to so comply shall constitute a material breach of contract.

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Attachment H, Fleet List

| Vehicle Number | Year/Make/Fuel                                   | Passenger Capacity Seats | Passenger Capacity Wheelchair | Condition |
|----------------|--|--------------------------|-------------------------------|-----------|
| 1921           | 2001 Double K Diesel Trolley                     | 28                       | 2                             | Poor      |
| 1922           | 2001 Double K Diesel Trolley                     | 28                       | 2                             | Poor      |
| 9105           | 2001 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Poor      |
| 9113           | 2001 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Poor      |
| 9914           | 2009 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Fair      |
| 9916           | 2009 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Fair      |
| 9917           | 2009 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Fair      |
| 9918           | 2009 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Fair      |
| 9019           | 2010 Gillig 35' low-floor, heavy duty diesel bus | 32+24                    | 2                             | Fair      |
| 9020           | 2010 Gillig 35' low-floor, heavy duty diesel bus | 32+24                    | 2                             | Fair      |
| 9021           | 2010 Gillig 35' low-floor, heavy duty diesel bus | 32+24                    | 2                             | Fair      |
| 9022           | 2010 Gillig 35' low-floor, heavy duty diesel bus | 32+24                    | 2                             | Fair      |
| 2001           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2002           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2003           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2004           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2005           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2006           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2007           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2008           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2009           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2010           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2011           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2012           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2013           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 2014           | 2020 Gillig 30' low-floor, heavy duty diesel bus | 28+24                    | 2                             | Good      |
| 1013           | Eldorado National Gas                            | 12                       | 2                             | Fair      |
| 1014           | Eldorado National Gas                            | 12                       | 2                             | Fair      |
| 1016           | Eldorado National Gas                            | 13                       | 2                             | Fair      |
| 1017           | Eldorado National Gas                            | 13                       | 2                             | Fair      |
| 1024           | 2011 Ford E450 Super Duty Gas                    | 15                       | 2                             | Good      |
| 1025           | 2011 Ford E450 Super Duty Gas                    | 15                       | 2                             | Good      |
| 1026           | 2017 Starcraft PT Van Gas                        | 15                       | 2                             | Good      |
| 1027           | 2017 Starcraft PT Van Gas                        | 15                       | 2                             | Good      |

RFP Management

|      |                           |   |   |      |
|------|---------------------------|---|---|------|
| 997  | International Diesel      | 0 | 0 | Poor |
| 1006 | 2000 Ford Taurus Gas      | 0 | 0 | Fair |
| 1007 | Ford Econo E350 Van Gas   | 8 | 0 | Poor |
| 1008 | Dodge B250 Pickup Gas     | 0 | 0 | Fair |
| 1011 | Ford F350 Super Duty Gas  | 0 | 0 | Good |
| 1012 | Chevrolet Express Van Gas | 8 | 0 | Poor |
| 1015 | 2009 Ford Taurus Gas      | 0 | 0 | Good |
| 1019 | Dodge Caravan Gas         | 2 | 1 | Fair |
| 1020 | Dodge Caravan Gas         | 2 | 1 | Fair |
| 1023 | 2017 Ford Taurus Gas      | 0 | 0 | Good |
| 1028 | 2018 Chevy 1500 Gas       | 0 | 0 | Good |

Attachment I, Buy America Certification

**BUY AMERICA CERTIFICATION**

The PROPOSER agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The Proposer must submit to the City the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.***

*Certificate of Compliance with Buy America Requirements*

The Proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Certificate of Non-Compliance with Buy America Requirements*

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment J, Cost Proposal Form

### **Cost Proposal Form – Instructions**

#### **Important Information and Instructions to Complete Form:**

1. This COST PROPOSAL FORM format is to be used to submit the Contractor's firm fixed price proposal for Years 1 (pro-rated) through Year 5 and for all work described in the City of Decatur Transit Management Services RFP Transit #2020-01 including Exhibits and Attachments. All Contractor costs, including any anticipated fees and charges to the City, must be clearly reflected in the cost proposal as either a line item cost or in narrative format.
2. Contractor's total proposed costs for Year 1 will be reflected in an 18 month period, from January 1, 2021-June 30, 2022.
3. For Contractor proposal and strictly for City evaluation purposes, Contractor must use a two-percent (2%) inflation rate annually through the term of the contract period.
4. Contractor's detailed Revenue Hourly Budget Breakdown on the Cost Proposal Form should be consistent with the rates proposed.
5. The plus or minus 15% above the base revenue hours may be used by Contractor only with prior written City approval.

## Cost Proposal Form – Page 1

PROPOSER: \_\_\_\_\_

| Projected Vehicle Revenue Hr.    | Year One            | Year Two            | Year Three          | Year Four           | Year Five           |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Variable Cost Fixed Revenue Hr.  | 102,866 <u>+15%</u> | 68,577 <u>+15%</u>  | 68,577 <u>+15%</u>  | 68,577 <u>+15%</u>  | 68,577 <u>+15%</u>  |
|                                  |                     |                     |                     |                     |                     |
| Variable Cost Para Revenue Hr.   | 20,040, <u>+15%</u> | 13,360, <u>+15%</u> | 13,360, <u>+15%</u> | 13,360, <u>+15%</u> | 13,360, <u>+15%</u> |
|                                  |                     |                     |                     |                     |                     |
| Supplemental Service Revenue Hr. | 2,190               | 1,460               | 1,460               | 1,460               | 1,460               |
|                                  |                     |                     |                     |                     |                     |
|                                  |                     |                     |                     |                     |                     |
|                                  |                     |                     |                     |                     |                     |
| <b>Total Proposal Cost</b>       | <b>Year One</b>     | <b>Year Two</b>     | <b>Year Three</b>   | <b>Year Four</b>    | <b>Year Five</b>    |
| Variable Cost Fixed Revenue Hr.  |                     |                     |                     |                     |                     |
|                                  |                     |                     |                     |                     |                     |
| Variable Cost Para Revenue Hr.   |                     |                     |                     |                     |                     |
|                                  |                     |                     |                     |                     |                     |
| Supplemental Service Revenue Hr. |                     |                     |                     |                     |                     |
|                                  |                     |                     |                     |                     |                     |
| <b>Monthly Fixed Cost</b>        |                     |                     |                     |                     |                     |
|                                  |                     |                     |                     |                     |                     |
| <b>Total Cost</b>                |                     |                     |                     |                     |                     |
| <b>Pro Forma Escalation %</b>    |                     | <b>2%</b>           | <b>2%</b>           | <b>2%</b>           | <b>2%</b>           |

On behalf of

the entity I am authorized to represent, I understand and certify the proposed rates and potential rate deductions as set forth above.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# RFP Management

| Costs                                      | Year 1 |          | Year 2 |          | Year 3 |          | Year 4 |          | Year 5 |          |
|--|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|
|  | Fixed  | Variable | Fixed  | Variable | Fixed  | Variable | Fixed  | Variable | Fixed  | Variable |
| <b>Salaries and Wages</b>                  |        |          |        |          |        |          |        |          |        |          |
| Drivers                                    |        |          |        |          |        |          |        |          |        |          |
| Dispatchers                                |        |          |        |          |        |          |        |          |        |          |
| Maintenance Staff                          |        |          |        |          |        |          |        |          |        |          |
| Management                                 |        |          |        |          |        |          |        |          |        |          |
| <b>Supervision of Transportation</b>       |        |          |        |          |        |          |        |          |        |          |
| Full time Staff                            |        |          |        |          |        |          |        |          |        |          |
| Operations Manager                         |        |          |        |          |        |          |        |          |        |          |
| Road Supervisor                            |        |          |        |          |        |          |        |          |        |          |
| Safety Manager                             |        |          |        |          |        |          |        |          |        |          |
| <b>Paratransit</b>                         |        |          |        |          |        |          |        |          |        |          |
| Coordinator                                |        |          |        |          |        |          |        |          |        |          |
| Reservationist/Customer Service            |        |          |        |          |        |          |        |          |        |          |
| Administration/Customer Service            |        |          |        |          |        |          |        |          |        |          |
| <b>Office Expense</b>                      |        |          |        |          |        |          |        |          |        |          |
| Equipment/Leases                           |        |          |        |          |        |          |        |          |        |          |
| Supplies                                   |        |          |        |          |        |          |        |          |        |          |
| Printing                                   |        |          |        |          |        |          |        |          |        |          |
| Postage                                    |        |          |        |          |        |          |        |          |        |          |
| <b>Maintenance Expense</b>                 |        |          |        |          |        |          |        |          |        |          |
| Parts                                      |        |          |        |          |        |          |        |          |        |          |
| Supplies and Materials                     |        |          |        |          |        |          |        |          |        |          |
| Revenue Material and Supplies              |        |          |        |          |        |          |        |          |        |          |
| Non-Revenue Material and Supplies          |        |          |        |          |        |          |        |          |        |          |
| Minor Equipment and Tools                  |        |          |        |          |        |          |        |          |        |          |
| Professional Services                      |        |          |        |          |        |          |        |          |        |          |
| <b>Facility Expense</b>                    |        |          |        |          |        |          |        |          |        |          |
| Parts                                      |        |          |        |          |        |          |        |          |        |          |
| Labor                                      |        |          |        |          |        |          |        |          |        |          |
| <b>Professional and Technical</b>          |        |          |        |          |        |          |        |          |        |          |
| Carpet Cleaning/Other supplies             |        |          |        |          |        |          |        |          |        |          |
| Wrecker services                           |        |          |        |          |        |          |        |          |        |          |
| Motor Oil Analysis                         |        |          |        |          |        |          |        |          |        |          |
| Janitorial Services                        |        |          |        |          |        |          |        |          |        |          |
| Occupational Services                      |        |          |        |          |        |          |        |          |        |          |
| Random Drug Tests                          |        |          |        |          |        |          |        |          |        |          |
| Pre-employment DOT                         |        |          |        |          |        |          |        |          |        |          |
| DOT physicals                              |        |          |        |          |        |          |        |          |        |          |
| Post accident drug and alcohol             |        |          |        |          |        |          |        |          |        |          |
| <b>Fringe Benefits</b>                     |        |          |        |          |        |          |        |          |        |          |
| FICA Taxes                                 |        |          |        |          |        |          |        |          |        |          |
| Retirement Plan 401K                       |        |          |        |          |        |          |        |          |        |          |
| Hospital/Medical Insurance                 |        |          |        |          |        |          |        |          |        |          |
| Unemployment Insurance                     |        |          |        |          |        |          |        |          |        |          |
| Workers Compensation                       |        |          |        |          |        |          |        |          |        |          |
| Holiday/Sick Pay Leave                     |        |          |        |          |        |          |        |          |        |          |
| Vacation pay                               |        |          |        |          |        |          |        |          |        |          |
| Uniform Clothing                           |        |          |        |          |        |          |        |          |        |          |
| Laundry services                           |        |          |        |          |        |          |        |          |        |          |
| <b>Technical Enhancements</b>              |        |          |        |          |        |          |        |          |        |          |
| Dispatch                                   |        |          |        |          |        |          |        |          |        |          |
| Scheduling/Reservations                    |        |          |        |          |        |          |        |          |        |          |
| AVL  |        |          |        |          |        |          |        |          |        |          |
| MDT's                                      |        |          |        |          |        |          |        |          |        |          |
| <b>Casualty/Liability &amp; Employment</b> |        |          |        |          |        |          |        |          |        |          |
| Insurance                                  |        |          |        |          |        |          |        |          |        |          |
| <b>Misc Expense</b>                        |        |          |        |          |        |          |        |          |        |          |
| Misc Expense                               |        |          |        |          |        |          |        |          |        |          |
| <b>Corporate Expense</b>                   |        |          |        |          |        |          |        |          |        |          |
| Corporate Expense                          |        |          |        |          |        |          |        |          |        |          |
| Profit and Overhead                        |        |          |        |          |        |          |        |          |        |          |



**Cost Proposal Form – (Page 3)**

Name of Company: \_\_\_\_\_

PROPOSER hereby submits this cost proposal to meet the specifications for the City of Decatur Transit Management Services RFP Transit #2020-01.

\_\_\_\_\_  
Type of Business (sole proprietorship, partnership or corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment K, Collective Bargaining Agreement and Non-Union Employee Manual

**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, made and entered into by and between DECATUR TRANSPORTATION CORPORATION INC., its successors and assigns, hereinafter called the "Company", and Local 859 of the Amalgamated Transit Union, hereinafter called the "Union".

WITNESSETH:

That the Company and the Union hereby contract and agree as follows:

GENERAL PROVISIONS

ARTICLE 1

RECOGNITION

SECTION 1. The Company recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the Union as the exclusive bargaining representative of all its employees covered by this Agreement. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage section of this Agreement.

SECTION 2. For the purpose of this Agreement, to bargain collectively is the performance of the mutual obligation of the Company and the Union to meet, and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract negotiating any agreement reached if requested by either party, but such obligation does not compel either to agree to a proposal or require the making of a concession.

SECTION 3. When the term "employee" is used in this Agreement, it shall mean an operating or maintenance employee of the Company included within the classification of employees as set forth in the wage sections of this Agreement. When a male gender term is used in this agreement, it shall mean an operator or maintenance employee regardless of gender.

ARTICLE 2

NEGOTIATIONS

SECTION 1. It is mutually agreed that all business covered by this Agreement shall be transacted between the properly accredited officers or agents of the Company and the regularly elected officers of the Union or an International Officer of the Union.

SECTION 2. The Union agrees to furnish the Company with an up-to-date list of its officers and to immediately notify the Company of any changes thereto.

ARTICLE 3

NO STRIKE - NO LOCK OUTS

During the life of this Agreement, neither the Union, its members, or the employees covered by this Agreement shall call, sanction, assist or engage in any strike, slowdown or stoppage of the Company's work, operations or service, or in any manner sanction, assist or engage in any restriction or limitation of the work, operations or services of the Company, but will require its members to perform their services for the Company when required by the Company to do so. During the life of this Agreement, the Company shall not cause or permit any lockouts of its employees.

ARTICLE 4

MANAGEMENT

All rights of Management which are not specifically limited by the provisions of other articles of this Agreement are retained by the Company. The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The management of the business and the direction of the working forces, including, but not limited to, the right to plan, direct and control all the operations or services to be performed by employees of the Company; to schedule the working hours; to determine qualifications and ability of its employees to perform the work, to hire; to promote; to evaluate; to demote; to transfer; to suspend; to discipline; to discharge for just cause; to relieve employees because of lack of work or for other legitimate reasons; to train employees; to classify employees; to assign work including overtime to employees and supervisors; to determine and re-determine job content; control the making of schedules and assignments; to determine the amount of service on scheduled lines; to determine the frequency of service; to assign employees to charters; to determine the amount of time allowed on scheduled runs; to make and enforce reasonable work rules and regulations; to determine the size and composition of the work force; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; to determine the number and time of shifts; and to establish new jobs and to abolish or change the number of jobs are the exclusive function of management, limited only by the express language of this agreement addressed to a specific function of management; provided, however, that such rights shall not be exercised to conflict with any of the express written provisions of this Agreement.

ARTICLE 5

NON-DISCRIMINATION

The Company and the Union each agree that there shall be no discrimination by either party against any applicant, employee, or Union member because of race, creed, color, sex, age, or national origin, and that each party agrees to adhere to and conform with the Presidential Order No. 11246 and Title VII of the Civil Rights Act of 1964.

## ARTICLE 6

### EMPLOYEE COOPERATION

SECTION 1. The employees shall work at all times to the best interest of the Company; they shall perform efficient service in their work; they shall operate and handle the Company's vehicles carefully, safely and with the utmost regard to the safety of passengers, the general public and the equipment entrusted to their care; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest.

SECTION 2. In the event an employee accepts employment by an employer or employers other than the Company that would affect the performance of his/her duties under the terms of the Agreement, his/her employment by the Company shall be terminated automatically.

SECTION 3. The Union and the Management agree to participate in a labor/management committee for the purpose of discussing any and all matters pertaining to labor relations and working conditions. The committee shall meet regularly at mutually agreed times, which will not interfere with the work schedule of the participants.

This committee shall be advisory only and shall not have authority to negotiate any changes in the contract between the parties.

## ARTICLE 7

### PROBATIONARY PERIOD

SECTION 1. All new employees shall be on probation for a period of one hundred twenty (120) days, provided, however, employees re-employed within one (1) year after their last date of employment shall be on probation for a period of sixty (60) days. Probation periods may be extended an additional thirty (30) days if mutually agreed upon by the Company and the Union. The 120-day probationary period will begin at the time the employee is first assigned the regular duties of his/her job classification independently. Any work time lost during the first 120 days after completion of the training period will result in an extension of the probationary period to the extent necessary to make up such lost workdays. Such probationary period shall constitute a trial period during which the Company is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During such period, the Company may discharge the employee at any time and its right to do so shall not be questioned, nor shall the Union assert or present any grievance on behalf of any such new employee because of any matter or occurrence whatsoever falling within such probationary period.

## ARTICLE 8

### UNION SECURITY

On the sixtieth (60) days following the beginning of their employment, or as soon thereafter as their respective applications for membership made on or before such day shall have been accepted by the Union, and as a condition of employment, all employees coming within the scope of this Agreement shall become and remain members of the Union during the period covered by this Agreement; provided, however,

(a) it is agreed by the parties of this Agreement that in the event the laws, State or Federal, pertaining to Union Security are changed by Congressional or legislative amendments, Court decisions or governmental or State Regulations or Decisions, they will upon thirty (30) days of written notice reopen this Agreement for negotiations only on those items affected by the change in said law on Union Security. All employees covered by this Agreement, except as set forth in "b" below, shall, as a condition of continued employment with the Company become and remain members of the Union sixty (60) days after their date of hire.

(b) the Union shall not cause or attempt to cause the Company to discriminate against an employee with respect to whom membership in the Union has been denied or terminated on some ground other than his/her failure to tender the periodic dues, assessments and the initiation fees uniformly required as a condition of acquiring or retaining membership in the Union. Any employee who does not desire to become or remain a member of the Union, and who has given notice to that effect to the Employer and this Union, shall, as a condition of continued employment with the Company, not later than sixty (60) days after their date of hire and for so long as he or she remains a nonmember of the Union pay to the Union each month his or her proportionate share (or fair share) of the cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and other conditions of employment as defined in the National Labor Relations Act.

#### ARTICLE 9

#### AUTHORIZATION FOR DEDUCTION OF DUES, ASSESSMENTS OR THE FAIR SHARE FEE EQUIVALENT AND CHECK-OFF AUTHORIZATION

The Company agrees to deduct, on any designated regular pay day of each month, from the pay of any employee covered by this Agreement, the membership dues, assessments or the fair share fee equivalent, and the check-off authorization and to remit the same to the Financial Secretary of the Union within ten (10) days after the date of their deduction, provided said employee individually and voluntarily has authorized and requested the Company, in writing, to make such deductions.

Such authorization(s) and request(s) shall also authorize the Company to base such deductions on a list furnished to it each month by the Financial Secretary of the Union showing the names of the employees and the amounts to be deducted from the pay of each employee. All payroll deduction records will show separate deductions for 1) dues, fees, and assessments and 2) check-off. The total deduction in each category will be remitted to the Financial Secretary of the Union by separate check. The individual authorization for the deduction of membership dues shall be worded as follows:

#### WAGE ASSIGNMENT

#### AUTHORIZATION AND REQUEST FOR DEDUCTION OF DUES, ASSESSMENTS OR THE FAIR SHARE FEE EQUIVALENT

I, \_\_\_\_\_ the undersigned employee of Decatur Transportation Corporation, Inc. do hereby individually and voluntarily authorize and request the said Company to deduct the regular membership dues, initiation fee and assessment or the fair share fee equivalent of Local Union 859 of the Amalgamated Transit Union from my wages due me during each pay period. I further authorize the said Company to base its deductions on a list furnished to it by the Financial Secretary of Local 859 showing the regular monthly membership dues and assessments, and fair share fee equivalents, that will be prorated for each pay period and deducted from the wages of each of the employees. Whenever such list indicates that the amount of membership dues, assessments, or the fair share equivalent, has been changed, it must be accompanied by a certificate of the Financial Secretary of said Local that such change in the amount of dues, assessments, or fair share fee equivalents has been brought about in accordance with the constitution and by-laws of said Local Union 859, and the constitution and General Laws of the Amalgamated Transit Union. All sums so deducted are to be transmitted by the Company to the Financial Secretary of Local 859.

This wage assignment, authorization request shall be irrevocable for the period of one year from the date hereof or until the termination of the collective bargaining agreement, whichever occurs sooner.

I understand that Union membership is not a condition of this authorization and this authorization may only be revoked as specifically provided by its terms.

I agree and direct that this wage assignment, authorization and request shall be automatically renewed, and shall be irrevocable for successive periods of one year or for the period of each succeeding collective bargaining agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company not more than twenty (20) days and not less than ten (10) days prior to the expiration of each one year period, or of each applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner.

Dues, contributions and gifts to the Amalgamated Transit Union are not deductible as charitable contributions for Federal income tax purposes.

I hereby acknowledge that this document was completely filled in, that there were no blank spaces therein at the time I executed the same, and that a copy thereof was furnished to me at the same time.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Employee \_\_\_\_\_

Provided, (1) that the words of the heading "Wage Assignment" as they appear in the above form to be printed in bold face letters not less than one-quarter (1/4) of an inch in height; and (2) that the Authorization and Request of each member be written and executed as a separate instrument; and (3) that an exact copy of any such Wage Assignment, Authorization and Request be furnished to each member of the Union at the time he signs and executes the same.

**CHECK-OFF AUTHORIZATION CARD**

To my employer: \_\_\_\_\_

I hereby authorize and direct you to deduct from my pay as your employee the sum of 50 cents per month (guideline amount) or \_\_\_\_\_ cents per month (amount designated in lieu of guideline amount) and to remit that amount to the Amalgamated Transit Union Committee on Political Education (ATU-COPE).

This authorization is voluntarily made by me, based on my specific understanding that the signing of this Authorization Card and the making of these voluntary contributions are not conditions of membership in the Union, or of employment by my employer; that I may refuse to contribute without reprisal; that the guideline amount indicated above is only a suggestion and that I may contribute more or less and will not be favored or disadvantaged by the Union for doing so; and that the ATU-COPE is a Political Action Committee (PAC) connected with the Amalgamated Transit Union, which will use my contribution for political purposes, including but not limited to, making contributions to and expenditures for, candidates for federal, state and local offices and addressing federal, state and local political issues. This authorization shall remain in full force and effect until revoked by me in writing.

Contributions or gifts to the Amalgamated Transit Union COPE Fund (or other fund) are not deductible as charitable contributions for federal income tax purposes.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Social Security No. \_\_\_\_\_ Date \_\_\_\_\_

Authorized by the Amalgamated Transit Union on behalf of a fundraising effort for the Amalgamated Transit Union Committee on Political Education (ATU-COPE).

ARTICLE 10

SENIORITY

Seniority rights for employees shall prevail.

SECTION 1. Seniority shall begin on the date and hour employee is hired or transfers to another department. Seniority shall be broken only by discharge or voluntary quit. Any employee laid off by the Company due to lack of work shall be given two (2) weeks' notice whenever possible. No employee shall quit without giving the Company two (2) weeks' notice whenever possible.

SECTION 2. For all purposes relating to seniority, two departments of the Company shall be recognized; namely the operating department and the maintenance department. Transit operators and paratransit operators shall be deemed to be employed in the operating department and maintenance employees shall be deemed to be employed in the maintenance department. Within the operating department there shall be three (3) seniority lists; operators, part time operators and paratransit operators. Employees may not hold seniority on more than

one seniority list within the operating department. Seniority may not be transferred from one list to another within the operating department. The seniority of all employees shall be determined by length of continuous service as an operator or as a maintenance employee. Employees may not hold seniority in more than one department of the Company. Seniority may not be transferred from one department to another.

SECTION 3. On circumstances upon which persons leave the classifications of work covered by the Agreement but remain in the employ of the Company in some other capacity, they may retain seniority rights established at the time of their leaving the bargaining unit, should they return to that unit within a period of ninety (90) days. An employee's Company seniority shall begin with the day of his most recent hire with the company.

SECTION 4. The Company agrees to keep posted in an accessible place an up-to-date seniority list showing the names and seniority standing of all the employees.

SECTION 5. The seniority of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement.

## ARTICLE 11

### DISCHARGE AND DISCIPLINE

SECTION 1. The company shall notify any employee within five (5) days, excluding Saturdays, Sundays and holidays, of its knowledge of any incident or offense or accident which may later result in the bringing of charges against the employee and shall prefer such charges within five (5) days of such notice, except in the case of accidents, the five (5) days shall be after preventability has been determined by the Accident Review Board. Employees shall be notified within five (5) days of charges or complaints concerning violations after being brought to the Company's attention. The time periods stipulated in this paragraph may be extended if mutually agreed by Union and Management.

SECTION 2. Discharge or suspension must be by proper written notice, stating reasons, to the employee, and any member of the Union Executive Board issued at such time of discharge or suspension.

SECTION 3. Any employee who has been suspended or discharged for violation of any rule of the Company shall have the right to have his/her case taken up by the officer or committee of the Union with the official or officials of the Company designated by the Company. If it is found and mutually agreed by the Union and the Company that such employee was not guilty of the charge for which he was suspended or discharged, such employee shall be reinstated without loss of seniority and paid for his loss of earnings and benefits due to his suspension or discharge or such lesser amount as may appear to be just. It is agreed that the definition of benefits for this Section is accrued vacation, designated holidays, incentive time, and 401k contributions by the Company. If the discharged employee so chooses, he can continue health and life insurance for the duration of the appeal process by paying the entire premiums. If the discharged employee is found not guilty, the company will reimburse said employee the company's portion of the health and life insurance premiums.

SECTION 4. In determining an employee's loss of earnings, any wages or compensation received by said employee from another employer, from self-employment or from governmental agencies during the period he was out of service due to his suspension or discharge, shall be deducted from the amount he would have earned had he not been suspended or discharged. No award shall ever exceed the loss in earnings as thus determined.

SECTION 5. The Company shall give copies of all changes in employee status (limited to resignations, promotions, demotions and discipline) to the Union President and Financial Secretary.



SECTION 6. Any discipline which results in suspension will be administered within fifteen (15) working days as defined in Article 14 from the last step in the procedures outlined in Article 12 and Article 13. Scheduled vacation and other requested days off by the employee will not count as working days for calculating the fifteen (15) day period.

## ARTICLE 12

### GRIEVANCES AND GRIEVANCE PROCEDURES

SECTION 1. A grievance is defined to be:

(1) Any controversy between the Company and the Union as to any matter involving the interpretation or application of the terms of employment as herein set forth, or

(2) Any controversy between the Company and the Union as to whether or not any employee suspended for violation of any rule of the Company or other offense is guilty of such violation or offense.

SECTION 2. In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed.

First: No grievance shall be entertained or considered unless it is presented in writing -

(a) Within five (5) days after the act, incident or knowledge of the incident occurred which gave rise to the controversy involving the interpretation or application of the terms of employment as herein set forth, or,

(b) Within five (5) days after the suspension or discharge of any employee for violation of a rule of the Company or for any other offense.

Second: It shall be the policy of the parties to encourage the resolution of grievances by discussion between the employee or the employees' Union representative and his immediate supervisor or department head prior to the filing of a written grievance. If such discussion does not resolve the conflict, the following procedures shall apply:

Step 1 The employee, or his Union representative, shall file a written grievance with his immediate supervisor or department head or his designee within five (5) days after the act, incident or knowledge of the incident. The immediate supervisor or department head or his designee shall give his answer granting or denying the grievance in writing no later than five (5) days after the grievance is received, and a copy of the written answer shall be furnished to the employee and the Union.

Step 2 If the answer of the immediate supervisor or department head or his designee in Step 1 is unsatisfactory, the employee and/or a member of the Union Executive Board may submit the grievance in writing to the General Manager or his designee within five (5) days of the receipt of the department head's or his designee's written reply in Step 1. Within five (5) days after such submission, the grievance shall be taken up at a meeting between the Union Representatives and the representatives designated by the Company.

The Company shall give an answer in writing to the Union within seven (7) days of the meeting. If the grievance is not appealed to arbitration within the time limits specified in Article 13, it shall be considered settled based on the Company's answer. If the grievance is not answered by the Company within seven (7) days, the grievance shall be granted and the Company shall comply with said grievance.

If after the two parties (officers or members of the ATU Local 859 and a properly appointed Company official) have proceeded through both steps of the grievance procedure and no mutual solution to the grievance has been found, the grievance may be moved to arbitration as outlined in Article 13 of this agreement.

SECTION 3. Saturdays, Sundays, and holidays shall be excluded in calculating the time limits herein specified. The parties may extend any of the time limits in this Article by mutual written agreement.

## ARTICLE 13

### ARBITRATION AND ARBITRATION PROCEDURES

SECTION 1. If the parties are unable to reach a settlement of the grievance using the procedures outlined in Article 12, either party may submit the grievance to arbitration by sending a demand for arbitration to the other party by proper notification within ten (10) days after the denial of the grievance in Section Two of the grievance procedures. Only grievances which have been filed in writing and processed in the manner and within the time limits set forth in Article 12 and this Article shall be subject to Arbitration.

SECTION 2. After a demand for arbitration has been made, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators within sixty (60) days. The parties shall confer within seven (7) days of the receipt of the arbitration list for striking names from the list. The parties shall strike names from the list alternating and moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

SECTION 3. Unless both parties agree on a different procedure, only one issue may be submitted to the arbitrator in any one hearing.

SECTION 4. The Arbitrator shall not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this agreement.

SECTION 5. The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator shall be borne equally by the parties, except that each party shall pay the full cost of its own attorneys, witnesses and investigation. Union Committee men and officials shall not be paid by the Company for times spent participating in arbitration.

SECTION 6. An award to an employee who is found to have been wrongfully suspended or discharged shall never exceed the employee's loss of earnings which shall be determined by deducting any wages or compensation received by the employee from another employer, from self-employment or from governmental agencies during the period he was out of service due to his suspension or discharge, from what he would have earned had he not been suspended or discharged.

SECTION 7. Saturdays, Sundays, and holidays shall be excluded in calculating the time limits herein specified.

SECTION 8. The decision of the Arbitrator shall be in writing and served upon the Company and the Union. The Arbitrator's decision shall be final and binding.

## ARTICLE 14

## TIME LIMITS

For purposes of this Agreement, the term "working days" means all days except Saturdays, Sundays, and holidays, or the days on which said holidays are actually observed.

## ARTICLE 15

### LEAVE OF ABSENCE

SECTION 1. Employees desiring a leave of absence from their employment shall secure written permission from the Company and the Union. The maximum leave of absence shall be for ninety (90) calendar days. During the leave of absence, the employee shall not engage in gainful employment in any industry unless agreed to by the Company. Such leaves may be renewed by the Company and the Union. Failure to comply with any of these provisions shall result in separation of employment.

Inability to work because of proven sickness or injury shall not result in loss of seniority rights, for a period of one (1) year, as long as the employee makes the required medical health insurance and dental insurance premium contribution. In the event the employee does not return to work after one (1) year, the employee shall be responsible for 100% of the medical health insurance and dental insurance premiums in order to continue coverage. If the employee decides not to pay 100% of medical health insurance premium or 100% of the dental insurance premium, there will be no medical health insurance or dental insurance coverage. An employee may elect to forgo the dental insurance and still maintain the medical insurance coverage.

Inability to work because of proven sickness or injury shall not result in loss of seniority rights, for a period of one (1) year, as long as the employee makes the required medical health insurance premium contribution. If, in the event the employee does not return to work after one (1) year, the employee shall be responsible for 100% of the medical health insurance premium in order to continue coverage. If the employee decides not to pay 100% of medical health insurance premium, there will be no medical health insurance coverage.

Once an employee's absence exceeds one (1) year, the employee may no longer participate in the run bids. If the employee fails to return to work within two (2) years, the employee is administratively separated and loses seniority rights. The employee may reapply for employment after an administrative separation and if rehired, their seniority shall start anew.

SECTION 2. An employee elected or appointed to office in the Union which requires full time in the discharge of its duties shall be given a leave of absence for the duration of the appointment, without loss of accumulated seniority. Seniority shall accumulate during the leave of absence.

SECTION 3. Employees holding elected office in the Union shall be granted leaves of absence for Union business, without loss of seniority when requested in writing, provided: (1) at least 24 hours' notice shall be given on such leaves of absence, except in case of emergency; (2) the officer requesting such leave provides an explanation in writing of the need for leave; and (3) there are sufficient operators to cover their assignment.

SECTION 4. If during the term of this Agreement, an employee should be inducted into the armed services of the United States, and upon his return, if physically and mentally qualified for employment, the Company will offer him work of a like kind that he was engaged in before entering the service, if such work is available to employees with equal or less Seniority than that of the returning serviceman. If such work is not available, a returning serviceman will be recalled to work on the basis of his position on the seniority list. This section shall be administered in accordance with applicable law.

SECTION 5. Unpaid leave of absence will be permitted for up to 4 days of four days for domestic partner or significant other for medical related reasons.

## ARTICLE 16

### REDUCTION OF PERSONNEL - RE-EMPLOYMENT

SECTION 1. When necessary to reduce the regular force of operators, layoffs shall be in the inverse order of seniority.

SECTION 2. When necessary to reduce the regular force of maintenance employees, layoffs shall be in the inverse order of seniority within the respective classification; provided, however, that a senior employee laid off in a higher classification shall be permitted to displace a junior employee in a lower classification if such senior employee desires to accept a job in such lower classification, and any such junior employee so displaced shall in turn have the privilege of displacing an employee in a lower classification with lower seniority, and so on down the line. The privileges of displacing junior employees as above provided for must be exercised within five (5) days from any occasion giving rise to the privilege, unless prevented by sickness or leave of absence.

SECTION 3. When regular forces of operators or maintenance employees are increased, former employees of the Company who were laid off in accordance with the provisions of Section 1 and 2 of this Article shall be offered re-employment in the reverse order in which they were laid off, provided that this Agreement or a renewal, amendment or extension thereof including this re-employment provision is still in effect and no more than three (3) years shall have elapsed since their last layoff.

SECTION 4. In the re-employment of persons in accordance with Section 3 next above, the following procedure shall be followed:

First. The Company will attempt to notify each person to be re-employed to report for work by registered U.S. Mail (return receipt requested). Such letter shall be directed to the last known address of each person, and a copy thereof shall be furnished to the Union. By so doing, the Company shall have discharged its notice obligation under this Article. Employees who are laid off must keep the Company and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and re-employment rights hereunder.

Second. Persons so notified to report for work must report for work within ten (10) days after the date of mailing of said letter or sending of telegram or lose their seniority and re-employment rights hereunder.

## ARTICLE 17

### ACCIDENT REVIEW BOARD

SECTION 1. All accidents, however, slight, involving or occurring on or near a company vehicle, including any unusual occurrence such as a disturbance by passengers, ejections, etc., all accidents, however slight, in connection with the operation of the maintenance department of the Company, and all accidents resulting in injury to any employee must be reported from the scene if possible. If the radio on the bus is not working properly, the employee will be allowed to go to the nearest available telephone. All accidents must then be fully, properly and completely reported by the employee or employees involved upon report forms provided by the Company. Such reports shall be prepared in conformance with the Company's rules and shall be delivered to the Company during the day on which the accident or occurrence took place, if possible, but in no event later than twenty-four (24) hours after the accident or occurrence took place.

SECTION 2. Upon having an accident, an employee may choose whether or not he/she wishes to rate that accident with regard to preventability. In the event the employee chooses to do so and in the event the employee rates the accident to be preventable, said rating shall stand. In the event the employee chooses not to rate the accident with regard to preventability or in the event the employee rates the accident to be non-preventable, the accident must be discussed by the Accident Review Board before preventability can be determined. The Accident Review Board will be composed of two (2) Company employees, two (2) Union members, and one (1) neutral party. The Accident Review Board shall meet monthly unless changed by mutual written agreement. The neutral party need not be present for the Board to conduct the hearing, however, in the event of a tie vote of the members in attendance, the neutral party will be contacted in order to cast his/her vote. In the case of a tie, a review committee meeting may be scheduled during an employee's non-work time.

SECTION 3. Accidents or damage judged by the Accident Review Board to be caused by carelessness, negligence, or a violation of the Company's rules may be cause for discipline up to and including discharge.

## ARTICLE 18

### SAFETY

Union and Management both recognize that the prevention of accidents is necessary to the operation of a transportation system which carries people and that safety programs, safety meetings and other activities intended to help prevent accidents and to save human lives are mutually beneficial to the Company and to its employees. The Union, therefore, agrees that it will cooperate fully with the Company in encouraging employees to participate in such safety programs, safety meetings, and other activities intended to prevent accidents and to insure the safety of passengers and other citizens in the community. The Company will establish a safety award program for the purpose of employee recognition.

The Company will hold one (1) safety meeting each calendar quarter to which all employees will be required to attend. Separate meetings will be held for the operation department and the maintenance department. Said meetings will address only safety matters. Employees will be paid at straight time rates for actual time in these safety meetings or during other meetings at which the Company requires the employees to attend. Employees failing to attend the required safety meetings will be subject to the Company's attendance policy.

An advisory "Safety Committee" will be established to discuss items of safety pertinent to the operation and maintenance departments. The committee will consist of two (2) Union members and two (2) Company employees. Meetings will be held monthly at a time which does not interfere with the Union employees' work schedule.

Buses are to be able to carry a reasonable temperature that is comfortable for the operators and passengers. In weather at or below 32 degrees and above 80 degrees, buses must be rotated out after 1 hour of service if heating or air conditioning fails to operate properly.

## ARTICLE 19

### PHYSICAL EXAMINATION

SECTION 1. Every employee shall provide the Company, at Company's expense, at any time designated by the Company, upon forms to be provided by the Company, with a physical examination report, said physical examination must have included a urinalysis test for drugs and said physical examination must have been made and said report must have been rendered by a physician designated as acceptable to the Company. If aforementioned physical examination shows the employee to be physically incapable of performing his duties and said employee is not satisfied, he may at his own expense, be examined by a physician of his own choice. If the conclusion of the physician of his own choice and the physician designated by the Company is at a variance as to the said employee's capability to perform the required work, then and in that event the two physicians shall choose a third physician and majority decision of the three physicians shall be considered final. The cost of the third physician shall be shared by the Company and the employee. Further, the Company may require any employee to submit to testing provided by the Company for the presence of alcohol and/or drugs in his/her system under the following circumstances:

- (1) At the time of the pre-employment physical
- (2) At the time of any work-related examination
- (3) When any two (2) supervisors or policeman concur that the employee appears to be acting in an impaired manner
- (4) When the employee is in an accident
- (5) When an employee is in flagrant violation of standard operating procedures
- (6) As a condition of discipline due to a previous offense
- (7) When an employee returns from any unscheduled absence from work of two (2) or more consecutive days and the employee's record shows erratic/excessive periods of absence.

A first positive confirmed test finding (confirmation test will be a gas chromatography/mass spectrometry (gc/ms) test will result in a disciplinary action in accordance with the Employee's Assistance Program (EAP).

Within 60 days and not later than 90 days of the ratification of the Collective Bargaining Agreement, the parties will meet at mutually convenient times to discuss and develop an Employee Assistance Program (EAP), and change the current substance abuse program as mutually agreed. The Substance Abuse Program agreed upon will be a separate negotiated document. It is understood that actions occurring under the program are subject to the grievance and arbitration procedure currently in the contract. Further, by reference, this document shall become a part of this Agreement and, further, it is understood that the Program may be modified by mutually agreement of the parties in order to adapt to changing needs affecting the Program.

SECTION 2. Time which employees spend in attendance at the physician's office taking their biennial physical examination, will be calculated in the accumulation of their forty (40) hour guarantee, provided they complete their entire scheduled work week. Employees will not be required to have a physical examination on their days off. Overtime rates for regular operators and maintenance employees will apply after eight hours work.

SECTION 3. The Company will be responsible for transporting and escorting employees to the Company designated drug testing facility when an employee's name has been drawn in the random drug testing program. Such testing will be done during the employee's work assignment. If an employee is required to provide a physical examination, the Company will arrange for same during the employee's work assignment hours and will provide transportation to the Company designated medical facility, if requested by the employee.

ARTICLE 20

WORK WEEK

SECTION 1. The standard work week for all employees shall start on Sunday and end on Saturday.

SECTION 2. All hours worked in excess of forty (40) during the week shall be paid for at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.

SECTION 3. All employees who are required to work on their regular assigned days off shall be paid for all hours worked at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay providing they perform all of their scheduled work in the work week as further defined in Article 30, Section 2 and Article 40, Section 4.

SECTION 4. Under no circumstances will straight time or one and one-half (1 1/2) time of any kind be paid more than once for the same hours under the terms of this Agreement.

ARTICLE 21

VACATIONS

SECTION 1. All employees covered by this Agreement shall be entitled to an annual vacation as provided herein, provided the employee shall have worked at least one thousand five hundred (1500) hours of regularly assigned work during the qualifying year. Any employee who has not worked at least one thousand five hundred (1500) hours of regularly assigned work shall have his vacation entitlement prorated according to the following table:

1500 - 2000+ hours - 100%

1200 - 1499 hours - 80%

900 - 1199 hours - 60%

600 - 899 hours - 40%

300 - 599 hours - 20%\*

Under 300 hours – 0

\*Employees must have 5 years of service to qualify for this category.

SECTION 2. When an employee is absent from duty due to any injury or illness incurred while performing their duties and when such injury or illness is covered by the Illinois Workmen's Compensation Act, such time lost shall apply toward the minimum number of hours required toward earning a vacation.

SECTION 3. Time lost by Union officers while attending to Union duties shall be considered as time worked for vacation pay purposes.

SECTION 4. In the case of extra operators, the term "regularly assigned work" as used in Section 1 of this Article shall be construed to include time for which they presented themselves as available for work under the terms of this Agreement even though they did not receive work on all occasions when so available.

SECTION 5. Annual vacations shall be as follows and paid at the straight time hourly rate.

- a) All employees who have completed twelve (12) months of continuous service following their last date of employment shall be eligible for annual vacation credit in accordance with the following schedule and other qualifying language of this article:

| <u>Number of Years of<br/>Continuous Active Service</u> | <u>Number of Weeks<br/>of Vacation</u> |
|---|--|
| 1 year  | 1 week - 40 hours                      |
| 2 years   | 2 weeks - 80 hours                     |
| 6 years   | 3 weeks - 120 hours                    |
| 10 years  | 4 weeks - 160 hours                    |
| 22 years  | 5 weeks - 200 hours                    |

- b) Any employee who retires shall receive in the year in which he retires a prorated vacation in accordance with the table presented in Section 1 herein.
- c) One (1) week of vacation may be taken as single day vacations provided:
  - 1. The employee announces his intention to do so at the time he bids his vacation.
  - 2. The employee has earned at least two (2) weeks of vacation.
  - 3. The employee provides forty-eight (48) hours' notice to the Company.

The Company shall notify the employee within twenty-four (24) hours of the employee's notice to approve or disapprove the request, based upon the Company's ability to maintain normal operations.

SECTION 6. Vacation schedules will be posted no later than December 15th of each year to allow employees to bid for vacation time off during the next calendar year which begins on January 1 and ends December 31.

Employees shall bid vacations according to seniority in the same manner as bidding runs on work shifts. Vacations are not cumulative.

Vacation pay will be paid at the 40-hour guaranteed time allowed for in this contract.



Employees shall take vacation during the twelve months following his anniversary date. Employees may schedule their vacation prior to their anniversary date. Employees will be allowed to use vacation days prior to the anniversary date on which they earn them with prior company approval.

An employee who cannot use his vacation in the twelve-month period following his eligibility date due to a limited number of available vacation weeks in the schedule shall have the credit entered into his record so he can schedule the time off at some future time mutually acceptable to the employee and the Company.

Employees with less than a full week of vacation due to having vacation prorated under this Section shall be permitted to bid that vacation during the vacation bid.

After the regular and paratransit operators have completed the vacation bid, part-time regular and part-time paratransit operators will have the option to bid one (1) week of vacation without pay in seniority order.

SECTION 7. Vacation weeks available shall be scheduled as follows:

- a) During the summer school vacation period, not less than three (3) operators shall be off on vacation at any one time.
- b) Two (2) slots shall be available during spring break. Three (3) slots will be available from the week of Thanksgiving through the end of the year.
- c) During the remaining part of the year, not less than one (1) operator shall be off on vacation at any one time.
- d) During the entire year, not more than one (1) maintenance employee shall be off on vacation at any one time.

SECTION 8. Any employee who has earned at least two (2) weeks of vacation will have the option of selling back a maximum of two (2) weeks. This option must be selected at the time of the vacation bid. Vacation sold back by the employee will be issued in a separate check prior to the date on which the employee takes the remaining week(s).

SECTION 9. Employees going on, coming off or on vacation will not be forced to work. If an emergency arises and all resources are exhausted, an employee on vacation can be requested to work.

SECTION 10. Any regular or paratransit part-time operator who is offered and accepts a full-time position after having been on temporary full-time status for the previous twelve (12) months will be entitled to 40 hours of paid vacation time to be taken during the current calendar year, provided they have worked at least one thousand five hundred (1,500) hours of regularly assigned work. It is understood that when said employee becomes a full-time operator, they begin their qualifying for the first step in the vacation schedule as outlined in Section 5 (a) of Article 21 of the collective bargaining agreement.

ARTICLE 22  
HOLIDAY PAY

SECTION 1. All employees covered by this Agreement shall be paid for recognized holidays providing they meet all of the following eligibility rules:

- (a) The employee has been in service of the Company for a period of ninety (90) days on the date of the holiday; except for personal days the employee must have one year's service and,
- (b) The employee has worked all of his/her work assignments the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week unless the employee has been granted permission to be off on either or both of those days in which case the employee must have worked all of his/her work assignments the last scheduled work day before or the first scheduled work day after such day on which he/she was given permission to be off.

SECTION 2. A regular operator or a maintenance employee who may be requested to and who works on any recognized holiday shall be entitled to holiday pay and in addition shall receive pay at straight time for the time worked up to eight (8) hours, and pay at time and one-half for all other time worked on such holiday.

SECTION 3. An operator is considered to be scheduled for work each day, and therefore, will receive holiday pay for holidays on which he does not work provided he meets all of the eligibility rules (a) and (b) appearing in Section 1 and also "calls in" on such holidays when instructed to do so.

SECTION 4. An extra operator who works on a recognized holiday shall receive holiday pay and in addition, shall receive straight time rate for all time worked on such holiday.

SECTION 5. An employee shall not be eligible to any of the benefits of this Section 1 with respect to a holiday which falls within a period of discipline by suspension.

SECTION 6. Any employee who is scheduled to work or who has been requested to report for emergency work and then fails to report for and perform such work without reasonable cause shall not receive pay for the holiday.

SECTION 7. Holiday pay to employees eligible under the provisions of this Section shall be eight (8) hours at their regular straight time hourly rate.

SECTION 8. Recognized holidays, within the meaning of this Agreement shall include Christmas, New Years, Labor Day, Thanksgiving, Fourth of July, Memorial Day, and Birthday or days celebrated as such, and three (3) personal days off. Employees with 27 or more years of service will have five (5) personal days. Employees desiring to take a personal day off must provide forty-eight (48) hours' notice to the Company. The

Company shall notify the employee within twenty-four (24) hours of the employee's notice to approve or disapprove the request, based upon the Company's ability to maintain normal operations. In the event of conflict in selection of the personal day off, seniority shall apply. Under no circumstances will an employee be required to work when a personal day has been properly confirmed.

Excluding the provisions addressed in Article 49 Family and Medical Leave, the Company and the Union agree that when an employee requests time off, they will use accrued earned time off before being allowed to take time off without pay. The Company and the Union further agree that when two (2) or more employees request the same time off, the following apply:

1. If one employee has earned time off and the other employee wants time off without pay, the employee with the earned time off will be given preference.
2. If both employees have earned time off, seniority will prevail.
3. If both employees request time off without pay, seniority will prevail.

SECTION 9. Unused personal days and single vacation days, where the employee has not had the opportunity to use them, shall be compensated for them in the first full pay period in the next calendar year.

SECTION 10. Any regular or paratransit part-time operator who is offered and accepts a full-time position after having been on temporary full-time status for the previous twelve (12) months will be entitled to three (3) personal days to be taken during the current calendar year, provided they have worked at least one thousand five hundred (1,500) hours of regularly assigned work.

## ARTICLE 23

### BEREAVEMENT

SECTION 1. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the employee shall be given three (3) consecutive scheduled work days off work for the funeral without suffering loss of pay. Compensation shall be paid only if it is a regularly scheduled work day for the employee and not a holiday as defined in Article 22, Section 8. Compensation shall be at the rate of eight (8) hours per day. Members of the immediate family within the meaning of this Section, shall mean spouse, parents, parents of current spouse, employee's grandparents, great grandparents, great-great grandparents, grandchildren, stepmother, stepfather, child, stepchild, brother, step brother, current brother-in-law, sister, stepsister, current sister-in-law, common-law spouse (of five (5) years or more), foster child or any family member currently residing at the employee's home. Compensation shall be paid only if it is a regularly scheduled work day for the employee. Common-law marriages of 5 years or more will be verified by documentation showing the same address (Driver's License, State Identification Card, W-2 forms, Voter Registration Card). Foster Parents must provide verification from the Foster Child Agency that the foster child has been in their care for at least six (6) months.

SECTION 2 If death occurs to a husband or wife of an active working employee, the employee will maintain the privileges for mother and or father in laws and shall be give three (3) consecutive days off work for the funeral without suffering loss of pay. Compensation shall be paid only if it is a regularly scheduled work day for the employee and not a holiday as defined in Article 22, Section 8. Compensation shall be at the rate of eight (8) hours per day. This section will remain in place until the employee remarries.

The employee must support the request with a funeral program or clipping to verify the need for leave. This documentation may be provided after the funeral.

SECTION 3. The three (3) consecutive scheduled work days may be taken only in one of the following ways:

- |                       |                            |                        |
|-----------------------|----------------------------|------------------------|
| 1. Day before funeral | 2. Two days before funeral | 3. Day of funeral      |
| Day of funeral        | Day after funeral          | Two days after funeral |
| Day after funeral     | Day of funeral             | Day after funeral      |

SECTION 3. In the event of a compelling personal emergency, the employee may apply for a leave of absence. The General Manager shall determine after consultation with the employee the length of such leave, if any, and his decision shall be final and binding. Approved leave of absence shall be taken without pay. Length of service will accumulate during a leave.

SECTION 4. If the funeral is held at a location which requires traveling 150 miles or more, the employee will be given two (2) additional days off without pay, if requested by the employee.

SECTION 5. Temporary full-time employees will be eligible to take one (1) scheduled work day for bereavement leave consistent with the terms of this Article for the day of the funeral.

ARTICLE 24

SICK LEAVE

SECTION 1. An employee off duty on account of sickness for more than two (2) consecutive scheduled work days shall receive eight (8) hours of straight time pay at their regular rate beginning with the third (3) day up to a maximum of four (4) days. There shall be no such pay provided to an employee who is off duty on account of an accident.

SECTION 2. Payment will be made only when such sickness is verified by a doctor's certificate.

SECTION 3. An employee shall become eligible for benefits under this provision only for sickness which occurs on or after the effective date the employee is covered by Group Insurance Weekly Sick Benefit.

ARTICLE 25

JURY SERVICE

SECTION 1. No employee under this Agreement shall suffer loss in regular pay for time actually spent in jury service. During such service, he/she shall receive his/her regular pay for each scheduled work day lost, less the amount of pay received from jury service.

SECTION 2. The employee shall advise the Company that he/she is required to report for jury service both,

- (a) Upon being notified of his/her impending jury duty, and

(b) On the last working day before the employee is required to report for jury service.

SECTION 3. An employee shall not be required to report for work prior to jury service on any day he/she is required to report for jury service. However, should an employee be excused from jury service for the day prior to 12:00 noon, he/she must inform the Company prior to 1:00 P.M. that he/she is available for work.

ARTICLE 26

GROUP INSURANCE

SECTION 1. Felonious Assault Insurance. All employees covered under this Agreement are provided with \$50,000.00 in insurance protection on their lives, or for total and permanent disability as a result of holdup or other felonious actions related to their employment. The premium on the coverage to be paid by the Company.

SECTION 2. Weekly Indemnity Insurance. All employees covered under this Agreement shall be provided with 1<sup>st</sup> year 265.00, 2<sup>nd</sup> year \$275.00 and 3<sup>rd</sup> year 285 weekly indemnity payable the first day of accidents; 8th day on sickness for a maximum of twenty-six (26) weeks.

SECTION 3. Group Medical Health Insurance

Eligibility:

The employer will provide health insurance benefits to employees eligible under the Affordable Care Act (ACA) which is generally employees who work over 30 hours per week on average.

The 1<sup>st</sup> of the month following 60 days of employment, employee will be eligible for benefits. Eligibility is determined by ACA determined eligibility.

The employer will make available dental and vision benefits but these will be fully payable by the employee.

The employer contribution towards the cost of the total premium shall be as follows:

|                      |  |
|----------------------|--|
| Employee Only        | 90%  |
|                      | (At no time during the term of this contract will the Employee-Only" contribution by the employee exceed \$40.00 per pay period) |
| Employee Plus Spouse | 75%  |
| Employee Plus Child  | 75%  |
| Family               | 75%  |

The employer portion stated here is a minimum. The Company reserves the right to pay more than the specified percentage to preserve the "affordable" status of the plan under the ACA.

SECTION 4. Life Insurance. The Company will provide life insurance coverage as follows:

- |     |          |  |
|-----|----------|--|
| (a) | Employee | \$25,000   |
|     |          | (Benefit reduces to 65% upon attainment of age 65 and reduces by an additional 15% upon attainment of age 70. All reductions in benefits will be calculated from the original amount.) |
| (b) | Spouse   | \$ 5,000   |
| (c) | Children | \$ 2,500   |
|     |          | (Benefit is \$100.00 up to age six (6) months.)  |

SECTION 5. The Company may change the Hospital, Surgical, Dental, Vision and Life Insurance carrier, however, all benefits must remain the same or better. Any reduction in benefits must be agreed upon by the Union.

SECTION 6. The parties will honor the Memorandum of Understanding agreed to and signed by the parties on September 3, 2013 regarding this Article. This MOU is incorporated into the contract by way of an affixed addendum.

ARTICLE 27

COST OF LIVING

In addition to the basic hourly rates of pay provided herein, all employees covered by this Agreement shall be paid a cost-of-living allowance to be determined as follows:

The United States Department of Labor Revised Consumer Price Index for Urban Wages (CPI-W) 1967=100 for the month of October 1981 shall be used as a base index for computing the quarterly adjustments to be paid to all employees covered by this Agreement. A one-cent (1 cent) per hour adjustment shall be paid for each 0.5 points by which the Consumer Price Index exceeds the October 1981 index in January, April, July, and October. Quarterly adjustments shall be made, either up or down, when the cost-of-living provision is in effect. This cost-of-living is not added to the base wage rate but is used in the computation of straight time and overtime earned in the same manner as the basic hourly rate used in such computation. The basic hourly wage rates of employees covered by this Agreement shall not be reduced during the term of this Agreement by application of the "Escalator Clause".

There will be no cost-of-living adjustments during the term of this Agreement.

ARTICLE 28

RUNS, WORK DAYS OFF - - OPERATORS

SECTION 1. Definitions:

- (a) Regular Run (or regularly assigned run) - A scheduled days' work selected by an operator in accordance with his seniority and assigned for an extended period whenever there is a selection and assignment of regular runs.
- (b) Extra Work - All pieces of work other than regular runs. (Regular runs may also be classed as extra work when temporarily manned by operators other than those to whom they were regularly assigned.)

SECTION 2. Operators who have sufficient seniority to select and who are assigned to regularly scheduled runs during an assignment or "pick" of runs are defined as regular operators. All other operators are defined as extra operators or as part-time operators.

SECTION 3. The work week for regular operators will consist of five (5) days. All regular operators shall be entitled to two (2) days off each week. All regular runs shall be constructed to contain, as close as possible, eight (8) hours per day, including preparatory time, with preference to early straight runs. However, operators bidding runs that actually work less than eight (8) hours per day shall be guaranteed 40 hours pay per week providing they complete their entire scheduled work week. All runs working 7.5 hours to 7.9 hours will be paid 8 hours.

The guarantee shall be reduced by one-fifth (1/5th) for each of the five (5) scheduled work days an employee, for reasons of his/her own, is not available for work as required by the management.

SECTION 4. Tripper service will be performed at straight time rates of pay with a minimum of two (2) hours for all regular, extra or part-time operators except when the trippers are worked either before or after other work. Under such circumstances, the tripper time may be added to the time of the other work.

SECTION 5. The extra board will be held to the minimum number of employees consistent with the efficient operation of the Company's service.

SECTION 6. All regular extra board and part-time operators shall be ready to respond to calls made upon them by the Company for service in extraordinary and unusual cases and for extra work in addition to regular runs when necessary.

ARTICLE 29

TIME ALLOWANCES

SECTION 1. Operators shall report ten (10) minutes before their runs are scheduled to pull out of the garage and this ten (10) minutes shall be paid as preparatory time each time the operator reports to the garage to perform platform work at the regular straight time hourly rate and shall be a part of the operator's platform time.

SECTION 2. The Company agrees to construct at least 35% of all regular runs as straight eight (8) hour runs with unpaid lunch breaks. The lunch breaks shall begin not earlier than three (3) hours into the run and will be completed not more than six (6) hours into the run. Lunch breaks will not exceed one (1) hour. If there is a significant change in Federal, State or local policies or funding, the Company and the Union will meet and mutually agree on a change in the percent (%) of straight runs to be constructed if such a change becomes necessary.

SECTION 3. Fifteen (15) minutes time will be allowed for making out accident reports and incident reports provided said reports are submitted to the Company in accordance with Article 17, Section 1. Any operator, who, after submitting a full, complete and proper report, is required to appear for additional reports or examinations shall be paid for the time actually consumed therein.

SECTION 4. The Company will provide transportation to and from scheduled relief points.

SECTION 5. The spread time (time from first report time until final sign off time) of "split" assignments will not exceed thirteen and one-half (13 ½) hours.

### ARTICLE 30

#### OVERTIME - OPERATORS

SECTION 1. Regular operators shall be paid at one and one-half (1 1/2) times their regular straight time hourly rate for all work performed in excess of 8 hours on any day.

SECTION 2. Operators shall be paid for all hours worked on days off at one and one-half (1 1/2) times their regular straight time rate of pay providing they perform all of the scheduled work in that work week. It is understood that the day off for all extra board and paratransit operators will be Sunday.

For the purposes of Article 30, Section 2 only, it is agreed that paid time off as approved by the Company will satisfy the phrase "providing they perform all of the scheduled work in that work week". Paid time off is defined as holiday pay, personal day pay, single vacation day pay, incentive pay and time off for Union business. Time off without pay requested by an operator or sick leave pay does not qualify as paid time off.

SECTION 3. Nothing in the Agreement shall be so construed so to require the Company to work an employee at a rate in excess of the regular straight time hourly rate.

SECTION 4. Any operator who has completed his work and who has been relieved from work and who is called back to work shall be paid a minimum of two (2) hours for the additional work. Any operator who is called in to work ahead of his regular work time shall be paid a minimum of two (2) hours or shall be paid for the work time and the waiting time before the regular work, whichever is the less.

### ARTICLE 31

#### SELECTION OF RUNS

SECTION 1. A general selection and assignment of runs shall be had on or about the first day of December, March, June and September and as more frequently as the Company deems necessary.



The Company will provide the Union a copy of the run cuts at least ten (10) days prior to the posting of bids so the Union can review them and make constructive suggestions as to how run cuts can be improved. The Union will make their suggestions within one (1) week of receipt of the run cuts. It is understood that the Company will make the final decision.

SECTION 2. The choice of runs to be assigned shall be accorded operators based on seniority. No trading of runs will be permitted.

SECTION 3. All regularly scheduled runs subject to selection and assignment shall be posted not less than five (5) days before being put into effect. The first (1st) two (2) of said days shall be for inspection purposes. On the third (3rd) day the senior one-third (1/3) of the operators shall select their runs; on the fourth (4th) day, the middle one-third (1/3) of the operators shall select their runs; on the fifth (5th) day, the remaining operators shall select their runs, if any said runs are available. Operators in each group shall make their selections not later than 7:00 P.M. on the day designated for them to sign for a run. No operator shall be required to bid during his running time.

SECTION 4. Operators on vacation or off duty because of sickness, accident, or leave of absence, shall, if possible, leave a choice of at least three (3) runs with the Designee of Company. It is incumbent upon such operator to deliver his choices in writing to the Designee of Company by the time he is scheduled to sign his run. In the event that none of the preferred choices are available, or if the operator fails to give his choices to the Designee of Company, the Designee of Company will sign the operator in accordance with Section 5 of this Article.

SECTION 5. The Designee of the Company will have full charge of all sign-ups. If any operator fails to sign or authorize someone to sign for him during the day designated, the other operators may sign around him. However, any operator who has been signed around for reasons set forth above shall be allowed to sign for any open run, but failing to select such open run, he will be assigned to the extra board and remain there until the next general sign-up, unless otherwise mutually agreed to.

SECTION 6. In emergencies, the Company may make temporary assignments of runs until a selection and assignment can be made as herein provided.

SECTION 7. In the event an operator chooses a run which he cannot or does not fill to the satisfaction of the Company, the Company may assign the run to an operator who is qualified to fill the run. The operator displaced from the run shall be assigned such other work as may be mutually agreed upon by the Company and the Union.

SECTION 8. If it is known or reasonably expected that an operator will not be able to perform their bid work between the current bid and the next general bid, they shall not be allowed to bid. If the operator does return to work before the next general bid and there are more than two (2) weeks until the next general bid and the returning operator requests it, a new run pick will be held from the returning operator down. If there are two (2) weeks or less until the next general bid or the returning operator does not request a new run pick, they will be assigned to the extra board.

## ARTICLE 32

### EXTRA BOARD OPERATORS

SECTION 1. The purpose of the extra board is to enable the Company to provide reliable, uninterrupted service to the system's bus riders, and also to provide such additional service, beyond the regular scheduled route service, which, from time to time, occurs, such as special event shuttles, charters, or service which is supplemental to the regular schedules.

SECTION 2. All work other than regular bid runs shall be assigned first to extra board operators or to full time operators. Any remaining pieces of work may be assigned to part-time operators.

SECTION 3. Bid runs becoming open for extended periods between bid dates shall be worked as hold-downs and is required to be worked by the extra board unless otherwise provided for in Article 35 "Vacating of Bid Run".

SECTION 4. Extra board operators who are working on a hold-down shall be considered as regular operators during the period of the hold-down.

SECTION 5. For the purpose of assignment, all extra work will be performed by operators according to the following priority:

- 1) Extra board operators assigned that day for work unless they have already worked in excess of 40 hours during the work week.
- 2) Part-time operators unless they have already worked 29 hours during the work week.
- 3) Regular operators before, between or after their run who can work it at straight time rates.
- 4) Extra board operators assigned that day for work.
- 5) Regular operators before, between, or after their run.
- 6) Offer to regular operators on their day off.

Open work will not be split except to avoid overtime or if the above stated rotation cannot perform the work. Operators wanting to make up lost time have to notify the dispatcher.

SECTION 6. All work performed by extra or regular operators on their regularly assigned days off shall be assigned on a rotating basis starting with the senior operator signing up for extra work at a regular or emergency sign-up.

SECTION 7. The Extra Board shall be operated on the revolving plan. The work week for extra operators will consist of six (6) days. Sunday will be considered the Extra Board operators' day off and will be paid at time and a half for the day, if worked. If service is expanded to include regular Sunday service, the Company and the Union will meet and negotiate changes for the Extra Board's day(s) off. All work will be performed at straight time hourly rate with a 40-hour weekly guarantee. The guarantee shall be reduced six hours, forty minutes for each regularly scheduled work day on which the operator lays off or is absent for any reason beyond the control of the Company.

SECTION 8. Extra operators shall be paid at one and one-half (1 1/2) times their regular straight time hourly rate for all work in excess of forty (40) hours in any week.

SECTION 9. The time of making up the Board shall be five (5) P.M. each day.

SECTION 10. Any Extra Board Operator called into work will be guaranteed two (2) hours of pay at their regular rate of pay.

SECTION 11. The Company shall not use supervisory or management personnel to operate buses in revenue service except in emergencies. The Company shall be permitted to use maintenance supervisors or other Management personnel to operate buses not in revenue service only on trips of forty-five (45) minutes or less, provided however, that this Agreement shall not restrict the Company's right to utilize Management personnel for the training of D.P.T.S. employees or to use management personnel to collect mileage data.

SECTION 12. The dispatcher shall continuously endeavor to keep the Extra Board & Part Time Worksheet updated.

SECTION 13. Runs made vacant due to the absence of a regular operator for a period of one week or more will be available to be selected as hold down runs on a weekly basis by the extra board operators. Extra board operators desiring to select a hold down run shall select hold down runs according to their seniority. A regular operator's run shall not be available for selection as a hold down run unless it is known (in advance) that the regular operator will be absent for the entire week.

In the event that a regular operator unexpectedly returns to work prior to the completion of the week, they will be assigned to the extra board for the remainder of the week unless the operator holding down the run voluntarily agrees to give the run back to the returning operator. Whichever operator is assigned to the extra board, they will be placed at the bottom of the extra board.

### ARTICLE 33

#### PART-TIME OPERATORS

Decatur Transportation Corporation, Inc. shall employ part-time operators to perform any trippers or extra pieces of work that extra board operators are unable to perform at straight time rates subject to the provisions set forth below:

SECTION 1. The number of part-time operators employed will not exceed 10 and each will be permitted to work no more than 29 hours in one week and no more than 12.5 hours or the hours in the regular run being worked in one day. In the event that the number of full-time employees drops below 29, while part-time operators are employed, a part-time operator will move up to full-time status within 60 days, in seniority order.

SECTION 2. Part-time operators shall not be eligible for paid leave and fringe benefits applicable to full-time operators except as specifically provided herein.

SECTION 3. Part-time operators shall not accrue Company or operators' seniority while so employed. A part-time operator who applies and is accepted for employment as a full-time operator shall for all purposes accrue service or seniority only from the date of his/her hire as a full-time operator, except as provided in Section 12 of this Article. Part-time operators shall accrue part-time operator seniority which shall apply only to their own part-time group.

SECTION 4. For progression purposes, one year equals twelve months worked. This provision shall apply only to part-time employees placed in active service (i.e., completed training) after January 1, 1998, and to all employees who become full time after February 1, 1998.

SECTION 5. Part-time operators shall be paid for all time during which they are required by the Company to perform any duties and shall receive a minimum of two (2) hours pay for any assignment except that when the part-time operator is given more than one (1) assignment, he shall be paid a minimum of two (2) hours or shall be paid for the work time and the intervening time between the assignments, whichever is the lesser. Part-time operators shall not be eligible for any other time or pay guarantees, allowances, or for penalty or bonus provisions.

SECTION 6. Part-time operators shall be eligible for standard uniform contribution and shall be required to wear standard uniforms.

SECTION 7. No full-time operator will be laid off while part-time operators are employed and no part-time operators will be re-employed while full time operators are on layoff. No full-time positions will be eliminated for the purpose of replacing them with part time help.

SECTION 8. Part-time operators will only be used when regular and/or extra board operators are not available. Not available is defined as meaning:

1. The regular and/or extra board operator is scheduled to be off, has called off or missed out: or
2. A regular operator has completed eight (8) hours of work for the day or an extra board operator has completed forty (40) hours for the week; or
3. A regular operator and/or extra board operator is scheduled to work eight (8) hours for the day.

In the event any special work, i.e. parades, shuttles, etc., is to be performed on Sunday, part-time operators will be used before regular and extra board operators.

It is agreed that if operating conditions revert back to the operating conditions as they existed on April 30, 2002, the original language of Article 33, Section 8 and its applications will prevail. The original language is as follows: "Part-time operators shall be used for the purposes of working school trippers, fixed route evening service (service that runs from approximately 5:45 P.M. until the end of the evening runs), night charter and Sunday work."

SECTION 9. Part-time operators shall be covered under the same Felonious Assault insurance policy that is provided for regular operators. The Company will pay part-time operators' CDL renewal cost after one year of employment.

SECTION 10. Full-time positions will be filled from the part-time group if possible. Part-time employees transferred to full-time positions shall carry their wage rates achieved as part-time employees. For rate progression purposes only, they shall be given credit for their part-time service.

SECTION 11. Part-time operators shall be required to become members of the Union or fee payers in accordance with Article 1 of this Agreement and shall be subject to the provisions of this Agreement except where specifically excluded.

SECTION 12. Temporary full-time operators shall not be eligible for fringe benefits applicable to full time operators, however, they will receive holiday pay if a recognized holiday occurs while in a temporary full-time

position. All time worked as a temporary full-time operator will be accumulated and carried forward to satisfy the requirements of the full-time benefit package, should the operator become a full-time employee.

ARTICLE 34

PARATRANSIT OPERATORS

SECTION 1. Method of computing hours worked will be as was done with the contracting company, i.e., the paratransit operators get paid for what they work only. They will receive 15 minutes before the passenger pickup time and 15 minutes after the drop-off time plus time for transporting the passenger. Paratransit operators will be guaranteed 2 hours minimum pay per day for show up time if called in or scheduled and the operator shows up but not canceled the day before.

SECTION 2. The operators would be rotated each day in such a way that their weekly hours are equal to the extent possible, not including leave of absences.

SECTION 3. There will be no extra board for paratransit operators. If there are no full time or part-time paratransit operators available to perform the work, the regular extra board will fill in as needed.

On Monday of each week, seniority establishes the order for assignments. On each day thereafter, the bottom operator goes to the top of the paratransit board and the others drop down one position. On Saturdays, assignments are made based on the number of hours each person has worked Monday through Friday with the intent to even the number of hours among the paratransit operators.

Assignments are made based on the number of scheduled pickups with the most number of scheduled pickups going to the operator at the top of the paratransit board, the next most scheduled pickups going to the second operator on the paratransit board, etc.

If there are five (5) paratransit operators, the paratransit board would look like the following:

| <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> |
|---------------|----------------|------------------|-----------------|---------------|
| 1             | 5              | 4                | 3               | 2             |
| 2             | 1              | 5                | 4               | 3             |
| 3             | 2              | 1                | 5               | 4             |
| 4             | 3              | 2                | 1               | 5             |
| 5             | 4              | 3                | 2               | 1             |

SECTION 4. Paratransit operators will be entitled to all benefits as stated in the contract.

SECTION 5. The work week for paratransit operators will consist of six (6) days. Sunday will be considered the paratransit operators' day off and will be paid at time and a half for the day, if worked. If service is expanded to include regular Sunday service, the Company and the Union will meet and negotiate changes for the paratransit operator's day(s) off. All work will be performed at straight time hourly rate with a 40-hour weekly guarantee. The guarantee shall be reduced six hours, forty minutes for each regularly scheduled work day on which the paratransit operator lays off or is absent for any reason beyond the control of

the Company. Management and Union has agreed to meet at the end of February 2017 to discuss changing work week from 6 days to 5 days after centralizing the paratransit reservation call service.

SECTION 6. The Company shall employ part-time paratransit operators to fill in when there is not enough regular paratransit operators to perform at straight time rates subject to the provisions set forth below:

- a. The number of part-time paratransit operators employed will not exceed two. In the event that the number of full-time employees drops below four, while part-time paratransit operators are employed, a part-time paratransit operator will move up to full-time status within 60 days, in seniority order, if they so desire.
- b. Part-time paratransit operators shall not be eligible for paid leave and fringe benefits applicable to full-time paratransit operators except as specifically provided herein.
- c. Part-time paratransit operators shall not accrue system, or paratransit operators' seniority while so employed. A part-time paratransit operator who applies and is accepted for employment as a full-time paratransit operator shall for all purposes accrue service or seniority only from the date of his/her hire as a full-time paratransit operator. Part-time paratransit operators shall accrue part-time paratransit operator seniority which shall apply only to their own part-time group.
- d. For progression purposes, one year equals twelve months worked.
- e. Part-time paratransit operators shall be paid in the same manner as the full-time paratransit operator.
- f. Part-time paratransit operators shall be eligible for standard uniform contribution and shall be required to wear standard uniforms.
- g. No full-time paratransit operator will be laid off while part-time paratransit operators are employed and no part-time paratransit operators will be re-employed while full time paratransit operators are on layoff. No full-time positions will be eliminated for the purpose of replacing them with part time help.
- h. Part-time paratransit operators shall be covered under the same Felonious Assault insurance policy that is provided for regular paratransit operators.
- i. Full-time positions will be filled from the part-time group if possible. Part-time paratransit employees transferred to full-time paratransit positions shall carry their wage rates achieved as part-time paratransit employees. For rate progression purposes only, they shall be given credit for their part-time service.
- j. Part-time paratransit operators shall be required to become members of the Union or fee payers in accordance with Article 1 of this Agreement and shall be subject to the provisions of this Agreement except where specifically excluded.
- k. Paratransit drivers will be paid once a year for retraining on all new paratransit vehicles.

SECTION 7. In the event a regular paratransit operator's vehicle becomes inoperable, and, there is no other available vehicles, and, one or more part-time paratransit operators are working, the regular paratransit operator will be assigned the part-time paratransit operator's assignment which affords the most hours without exceeding forty (40) hours for the week.

#### ARTICLE 35

#### VACATING OF BID RUN

In the event of the vacating of a bid run due to the death, voluntary resignation or uncontested termination of an operator, that vacated run will be cause for a new run pick. This run pick will be considered if the request

is initiated by someone who has less seniority than the operator who vacated the run and there are more than 30 days left before the next scheduled general bid. The request to exercise the conditions of this article must be accomplished within five (5) working days of the vacating of the bid run, or the run will be treated as a "hold down" for the duration of this run pick.

#### ARTICLE 36

#### STUDENT INSTRUCTORS

Operators shall be paid one dollar (\$1.00) per hour in addition to their regular straight time hourly rate for training of student operators. The Company has the sole right to select operators to perform the function of student instructors.

#### ARTICLE 37

#### UNIFORMS

SECTION 1. While on duty, all operators shall present a neat and clean appearance and shall wear uniforms which conform to the specifications of the Company. Company uniforms are not to be used to perform physical labor outside the normal work hours.

SECTION 2. The Company shall provide the name of one or more suppliers that will provide one type of uniform. However, there will be a summer and winter style of uniform. The uniform shall be Elastique Navy or a color authorized by the Company. As long as the employee has the proper uniform, he may use any unspent amount of the uniform allowance on approved shoes, ties, belts, sweaters, jackets and other necessary accessories. Uniform allowance shall be \$250.00 annually.

#### ARTICLE 38

#### ATU 401k PLAN

SECTION 1. The Employees covered by this agreement can participate in the Amalgamated Transit Union's National 401(k) Plan (Plan) as of the first (1st) day of the month after the one-hundred twentieth (120th) day of employment.

SECTION 2. The Company agrees to contribute a matching contribution up to six percent (6%) of each full-time employee's wage/salary per pay period. (2017) and agrees to contribute up to six percent (6%) of each full-time employee's wage/salary per pay period (2018) and agrees to contribute up to six percent (6%) of each full-time employee's wage/salary per pay period (2019) of the collective bargaining agreement. The minimum employee contribution per pay period shall be three percent (3%).

SECTION 3. Each Employee may also voluntarily elect a reduction of wages/salary in an amount up to a maximum of fifteen percent (15%) of compensation as an elective contribution to the Plan. A minimum of \$10.00 or one percent (1%) of compensation, whichever is lesser, is required. Revocation or adjustment of the deferral shall be in accordance with the Plan.

SECTION 4. Part-time employees may join the program but will not be eligible for the employer contribution.

ARTICLE 39WAGE RATES - - OPERATORS and MAINTENANCE

SECTION 1. The top straight time hourly rates for regular, extra board, and part-time operators shall be as follows:

|                               | <u>01-01-17</u> | <u>01/1/2018</u> | <u>011/2019</u> |
|-------------------------------|-----------------|------------------|-----------------|
| Drivers                       |                 |                  |                 |
|                               | 21.88           | 22.65            | 22.98           |
| 90%                           | 19.70           | 20.38            | 20.63           |
| 80%                           | 17.51           | 18.12            | 18.34           |
| 75%                           | 16.37           | 16.78            | 16.04           |
| <hr/>                         |                 |                  |                 |
| AA Mechanic                   | 23.48           | 24.07            | 24.67           |
| A Mechanic                    | 23.08           | 23.66            | 24.25           |
| 96.4%                         | 22.25           | 22.81            | 23.38           |
| 94.1%                         | 21.72           | 22.76            | 22.82           |
| 91.7%                         | 21.53           | 21.70            | 22.24           |
| <hr/>                         |                 |                  |                 |
| B Mechanic                    | 22.25           | 22.81            | 23.38           |
| 90%                           | 20.03           | 20.53            | 21.04           |
| 80%                           | 17.80           | 18.24            | 18.70           |
| <hr/>                         |                 |                  |                 |
| Utility                       | 18.71           | 19.18            | 19.66           |
| 90%                           | 16.84           | 17.26            | 17.69           |
| 80%                           | 14.97           | 15.34            | 15.73           |
| 75%                           | 14.03           | 14.39            | 14.74           |
| <hr/>                         |                 |                  |                 |
| Custodian                     | 15.17           | 15.55            | 15.94           |
| 90%                           | 13.65           | 14.00            | 14.35           |
| 80%                           | 12.14           | 12.44            | 12.75           |
| <hr/>                         |                 |                  |                 |
| Paratransit Drivers           |                 |                  |                 |
|                               | <u>1/1/17</u>   | <u>1/1/18</u>    | <u>1/1/19</u>   |
| Existing Para-transit drivers | 13.99           | 14.34            | 14.70           |
| New hires 0-12 months         | 13.65           | 13.99            | 14.34           |



SECTION 2. In the event the Company appoints a maintenance employee as a working foreman he shall be paid seventy-five (75) cents per hour over and above the rate allowed to his classification while acting in that capacity.

SECTION 3. A selection of shift bids shall be posted each spring and fall and more frequently as the Company deems necessary.

SECTION 4 Regular, extra board, part-time and van operators will be paid a night differential pay equivalent to \$ .35 per hour for time worked past 6:15 PM.

SECTION 5. Retroactive wage increases shall be limited to individuals employed by the Company on the date of ratification of this Agreement.

#### ARTICLE 40

##### MAINTENANCE TIME AND PAY REQUIREMENTS

SECTION 1. Eight (8) hours of work shall constitute a day's work in the maintenance department. The Company will attempt to schedule as many shifts as possible on a straight eight-hour basis, depending upon levels of service and other requirements which may affect the preparation of work schedules.

SECTION 2. A maintenance employee's work week shall consist of five days. All maintenance employees shall be entitled to at least two (2) days off each week.

SECTION 3. All maintenance employees shall be paid at the rate of one and one-half (1- 1/2) times the regular straight time hourly rate of pay for all time worked in excess of eight (8) hours in any one day.

SECTION 4. All maintenance employees who are called to work on their regularly scheduled day off shall receive not less than two (2) hours at time and one-half.

SECTION 5. Overtime shall be distributed equally among all employees of each classification, except when it is impossible. Any employee shall have the right, if he so desires, to pass up the overtime when called upon by the Company to work overtime, providing another qualified employee in the classification agrees at the time to take his place.

SECTION 6. Fifteen (15) minutes will be allowed at the end of each shift to clean up work area, secure tools, complete and turn in work card and for personal clean up.

SECTION 7. A night shift premium of .25 cent per hour will be paid for mechanics working 6:15pm to 4:30am.

#### ARTICLE 41

##### MAINTENANCE EMPLOYEE JOB CLASSIFICATIONS

SECTION 1. An "AA" Mechanic must be able to do all the jobs of the "A" classification, be capable of operating and repairing all Company equipment, be thoroughly knowledgeable and be able to school and train or administer on-the-job training on all major components such as engines, transmissions, air-conditioning systems, electrical, structural, brakes and tires, but not be limited to such, and who can satisfactorily supervise the activities of other employees of the maintenance department.

SECTION 2. An "A" Mechanic is defined as one who can satisfactorily make repairs to and service such vehicles and equipment and units thereof as may be assigned by the Company for repair or service, in a reasonable length of time normally without the aid of supervision, depending on component experience and who can supervise the activities of the maintenance department when called upon.

SECTION 3. The Company will employ "B" Mechanics at the following regular straight time hourly rates:

First year of employment - 70% of fifth year "A" Mechanic rate

Second year of employment - 80% of fifth year "A" Mechanic rate

Third year of employment - 90% of fifth year "A" Mechanic rate

Fourth year of employment - 100% of fifth year "A" Mechanic rate

After four years of employment, a "B" Mechanic who pass a test administered by the Maintenance Superintendent, which measures their qualifications as a mechanic, will progress to the top "A" Mechanic rate of pay. A "B" Mechanic who passes this test before four years of employment as a "B" Mechanic will move to the "A" Mechanic, first year of employment rate of pay. An employee will be scheduled to test upon his request; however, testing shall not exceed two tests per employee, per employment year.

SECTION 4. A utility employee does, under direct supervision, the necessary servicing and cleaning of transportation equipment and general labor work around the shop and garage such as, but not limited to, hostel, gas, oil and clean buses and their parts, maintains buildings and grounds, and as needed, make service calls, change out buses and operate the snow plow.

SECTION 5. A "Custodian" employee is defined as one who is responsible for the cleaning of all DPTS buildings, grounds and vehicles.

SECTION 6. Annually, evaluation examinations will be administered to all maintenance mechanics to measure their qualifications as defined by the requirements set forth above for each classification. If a maintenance mechanic fails to perform up to the standards of his classification, he will be placed in the next lower classification until he can meet the qualifying standards of his former classification.

## ARTICLE 42

### PROMOTIONS

SECTION 1. When vacancies occur in any department, Management shall determine whether or not such vacant positions shall be filled. In the event that Management has determined to fill a vacant position, preference shall be given to current employees providing they meet all of the qualifications for filling such a position. Such preference shall be granted first to full-time employees and next to part-time employees before Management seeks applicants from outside the Company. Management shall then make a selection based upon its determination as to which applicant is best qualified for the position. Factors which will be considered are: training, experience, skill, work record, attitude and seniority.

SECTION 2. Employees promoted under the provisions of this Article shall be given no more than forty-five (45) days within which to qualify. In the event any employee fails to qualify within such period, he shall revert back to his former classification without loss of seniority.

ARTICLE 43

UNIFORMS - MAINTENANCE EMPLOYEES

SECTION 1. The Company will furnish work uniforms, replace as needed and provide laundry service for all maintenance employees.

SECTION 2. The Company shall pay up to a maximum of \$150.00 annually towards the cost of approved safety shoes for all maintenance employees. Safety shoes purchased must be job related, and worn daily, and employee must furnish the Company with proper receipt of purchase in order to receive payment.

SECTION 3. The Company shall provide one (1) set of foul weather gear and one (1) winter-weight coveralls to each maintenance employee to be replaced every three (3) years, if needed. If an employee loses his foul weather gear and/or winter-weight coveralls, he shall pay the replacement cost.

ARTICLE 44

MAINTENANCE EMPLOYEE EQUIPMENT

The Company will provide an annual allowance of \$300.00 -1<sup>st</sup> year, \$350.00n - 2<sup>nd</sup> year and \$400.00 – 3<sup>rd</sup> year to all mechanics with a minimum of one year of service. All tools purchased shall be job related and employee must furnish the Company with proper sales receipt of tools purchased in order to receive the tool allowance or any portion thereof. All mechanics must furnish the Company with an inventory list of all hand tools in their possession on their anniversary date each year. This list is to be kept current. Utility employees and Custodians are not covered by this article.

In addition, the Company will replace mechanics tools that are worn, broken or damaged during the performance of job-related duties. This replacement policy shall apply for an "industry standard quality" tool that is not covered by a manufacturer's warranty, and is a required tool for the necessary performance of job-related duties. Under no circumstances shall the Company be required to replace "substandard" tools or any tools that are damaged as a result of careless or malicious treatment.

The Company shall pay the difference between the cost of an employee's regular prescription glasses and the cost of prescription safety glasses.

The Company will replace mechanic's tools that are lost in a catastrophic disaster. To be eligible for such replacement the mechanic must have had a complete tool inventory already on file with the Maintenance Manager, prior to the disaster.

ARTICLE 45

TRANSIT PASSES

SECTION 1. Transit passes will be provided to all employees, spouses, and dependents under the age of eighteen (18) years. Passes will be issued on or about the first of July annually. The color of the pass will be different each year.

ARTICLE 46

INCENTIVE PROGRAM

To reward employees who demonstrate a positive attitude toward their work, the parties have agreed to participate in an incentive program.

For each month that an employee meets the following criteria, he/she shall be able to accumulate two (2) hours of time credit which may be applied toward the receiving of a "floating holiday" award. Such holidays may be taken as earned after accumulating two (2) hours. Employees desiring to take earned incentive credit of two (2) or more hours, must provide forty-eight (48) hours' notice to the Company. The Company shall notify the employee within twenty-four (24) hours of the employee's notice to approve or disapprove the request, based upon the Company's ability to maintain normal operations.

The applicable criteria shall be as follows:

- (a) No unexpected day absences (any absence that was not authorized or pre-planned).
- (b) No preventable accidents in a three (3) month period (includes two previous months).
- (c) No miss outs (failure to report to work at time scheduled).
- (d) No disciplinary actions resulting in loss of time worked in a three (3) month period (includes two previous months).
- (e) No work rule violations.

If an employee has a total of 40 incentive hours at the time of vacation pick, they may bid an extra week of vacation after regular vacation bid is completed and will be allowed to select only open week(s) unselected.

Employees on worker's compensation (including light duty) will not be eligible to accumulate hours under the incentive program.

#### ARTICLE 47

#### COMMERCIAL DRIVER'S LICENSE (CDL)

SECTION 1. Employee's CDL renewal cost will be paid by the Company.

#### ARTICLE 48

#### WARRANTIES

SECTION 1. Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completing, carrying out and performing each and all of the provisions of this Agreement.

SECTION 2. The individuals signing this Agreement in their official capacity hereby warrant authority to act for their respective parties.

SECTION 3. This Contract contains the entire Agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement or stipulation made prior to the execution hereof and not set forth herein.

ARTICLE 49

FAMILY MEDICAL LEAVE ACT

The Company agrees that employees covered by this agreement have the right to use Family Medical Leave in accordance to the applicable laws. The Company further agrees that employees covered by this agreement will not be forced to use any earned time when using Family Medical Leave. It is also understood that the employee will have the option to use earned time while on Family Medical Leave.

ARTICLE 50

ASSIGNABILITY

SECTION 1. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership, management or affiliation of either party hereto or by any change, geographical or otherwise, in the location or place of business of either party hereto.

ARTICLE 51

SEPARABILITY

SECTION 1. This Agreement shall be subject in all respects to all present and future applicable laws, statutes, ordinances and regulations of the United States of America, the State of Illinois and of the municipalities in or through which the Company operates. In the event any part of this Agreement or any provision becomes null and void, the remaining portion shall remain in full force and effect.

ARTICLE 52

DURATION

SECTION 1. This Agreement shall be in effect for the term beginning **January 01, 2017** through **December 31, 2019** and from year to year thereafter, except that at the expiration of said term or of any renewal thereof either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its provisions. Said notice shall be in writing and be delivered to the other party not more than ninety (90) and not less than sixty (60) days before the expiration of said term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purposes of negotiating a new Agreement.

SECTION 2. If no Agreement shall have been reached by the parties within thirty (30) days after such notice, the Federal Mediation and Conciliation Service and any state agency established to mediate and

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conciliate disputes within the state shall be notified of the existence of a dispute, all as provided in Subsection (d) of Section 8 of Labor-Management Relations Act of 1947.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_\_, 2017.

DECATUR TRANSPORTATION CORPORATION, INC.

By \_\_\_\_\_  
General Manager

Attest: \_\_\_\_\_

LOCAL NO. 859 OF THE AMALGAMATED TRANSIT UNION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Financial Secretary

Attest: \_\_\_\_\_

## Non-Union Employee Manual

### 1-1 **Welcome**

Welcome to Decatur Transportation Corporation, Inc. (DTC), a MV Transportation, Inc. company. As a Company, we provide quality transportation service to our customer, the City of Decatur, IL and Decatur Public Transit System. To achieve that goal, we need dedicated employees who are sensitive to the needs of the passengers and will perform in a professional manner always.

Decatur Transportation Corporation, Inc., working with the City of Decatur and Decatur Public Transit System has important responsibilities to the community. We are expected to conduct ourselves in a manner that brings credit to our Company, the City and ourselves by providing safe and reliable service to the riding public.

### 1-2 **Intent and Purposes:**

The Decatur Transportation corporation, Inc. (DTC) Administrative Employees Personnel Manual ("The Manual") is intended to explain the most important policies, procedures and practices that pertain to administrative employees (non-union personnel). This manual is designed to promulgate more understanding, cooperation, efficiency, fairness and unity which is achieved through a documented set of work procedures. The fundamental objectives of good personnel administration and of this Manual are as follows:

- To promote and increase the economy and efficiency of DTC services.
- To provide fair and equal opportunity to all qualified individuals who enter.
- DTC employment on, the basis of demonstrated merit and fitness as determined through fair and practical methods of selection.
- To promote high morale among the DTC employees by providing good working conditions, opportunity for improvement and recognition and consideration for employee welfare.
- To ensure a uniform understanding and application of DTC personnel policies and practices.

The information contained in the Manual is not to be considered, in any manner, as an employment agreement with an employer. All DTC personnel covered by the Manual are "at will" and may be terminated by the employer at any time. In addition, it is recognized that the policies and practices stated in the Manual are subject to change as deemed necessary by DTC Management.

This Manual is divided into seven chapters, which are as follows:

Overview  
Employment  
Compensation  
Employment Benefits  
Employment Development  
Employee Relations  
General Conditions

Gender term references in this Manual are implied to refer to male and female employees equally.

**1-3 Responsibility of Authority:**

The direction of all employees, including the right to hire, suspend, demote or discharge for cause is the right and responsibility of the General Manager. The General Manger is responsible for preparing, revising and administering all policies, procedures and practices set forth in this manual. All administrative employees are expected to be familiar with the contents of this manual and will abide by the procedures, practices and policies stated herein. If an employee feels that some part of the manual needs revision or updating, the employee should bring this to the attention of the General Manager. Employees must work always in the best interest of DTC and comply with all rules promulgated by the Company. Each employee will receive a copy of the manual and any revisions. The master copy will be maintained in the General Manager's Office.

In the event of the General Manager's absence, the Department Managers of each department will make the necessary decisions required concerning the operation of DTC including work schedules and discipline.

**1-4 Non-discriminations:**

It is the policy of DTC that there will be no discrimination against any employee or applicant for employment because of race, color, sex, age, physical disability, religion, ancestry, marital status, national origin or place of birth.

**1-5 Administrative Positions:**

The following is a list of DTC Administrative Positions which, are covered by this manual:

**Adminstrative Positions**

Office Assistant and Data Analysis  
Payroll and Finance Officer

**Transportation:**

Operations Manager  
Supervisors / Dispatcher  
Risk Management, Safety and Security Manager  
Para transit & Customer Service Coordinator  
Para transit & Customer Service clerk

**Maintenance**

Maintenance Manager  
Maintenance Clerk

DTC reserves the right to add, modify or delete positions as necessary to ensure an efficient operation. Exempt employees, as defined by the Fair Labor Standards Act, are not eligible for overtime compensation.



## **Employment**

### **2-1 Application:**

Applications will only be taken for positions when DTC deems it necessary to fill a vacant position. All applicants must complete a standard MV Transportation Employment Application form. Falsification of information on the employment application is justification for dismissal.

### **2-2 Recruitment:**

In the event of a vacant position for which it is deemed necessary to recruit from outside DTC workforce, all applications will be screened to select persons having the qualifications for the vacant position. If determined necessary, a notice may also be sent to public employment services and/or advertised in area newspapers. Recruitment will continue until a satisfactory number of qualified candidates can be considered. Recruitment will be the responsibility of the General Manager. The General Manager will determine if travel expenses will be paid for employment interviews.

Any DTC employee desiring to transfer into a vacant administrative position must complete the standard Employment Application or otherwise indicate their desire in writing by submitting a resume which states their qualifications for the vacant position. The employee may discuss their intentions with the General Manager before applying, if they so desire.

### **2-3 Selection:**

Applications submitted by qualified candidates will be reviewed by the General Manager. The General Manager or his designee will schedule and conduct interviews with at least three (3) qualified candidates, Background checks will be conducted. Personal references may be conducted by phone, personal interview or an outside company if deemed appropriate by the General Manager. After the selection process has been completed, the General Manager will negotiate a starting salary and employment date. Successful completion of a medical examination and drug test will be required by all applicants before employment. Applicants must also present documentation verifying legal status for compliance with the Immigration Reform and Control Act of 1986 as amended.

### **2-4 Employment of Relatives:**

As a matter of policy, DTC does not employ or transfer members of a present employee's immediate family within the same department (Transportation, Administration or Maintenance) where a direct supervisory relationship would exist. Immediate family in this provision is defined as an employee's spouse, child, parent, brother, sister and in-laws.

### **2-5 Promotion and Transfer:**

Whenever possible, new and vacant positions will be filled from within the ranks of DTC by promoting qualified employees, in accordance with the following:

- Promotions shall be made based on qualifications and work performance.
- Length of continuous service shall be considered in promotion when it is the only significant difference among employees with the necessary skills, knowledge and abilities to fill a vacancy.
- The most qualified employee will be selected for promotion or transfer.

## 2-6 **Orientation:**

All new employees will receive a new employee orientation by the General Manager or his designee. Areas to be discussed in the orientation include:

- Group Medical, Dental, Short Term Disability and Life Insurance programs.
- Work Schedule and hours.
- Overtime provisions.
- Information pertaining salary and pay periods.
- Holiday and vacation schedules and pay.
- Procedures governing the probationary period.
- Tour of the facility and introduction to other employees.
- Review job procedures/description.
- DTC history.
- Performance and other relevant material.

The new employee's immediate supervisor will conduct constant follow-up of the employee's performance, and will conduct verbal or written performance appraisals with the employee after the 30, 60, and 90 days of employment.

## 2-7 **Probation:**

All new employees are on probation for the first ninety (90) days of employment. During this period, the employee may be discharged at the sole discretion of the employee's immediate supervisor or the General Manager. After the completion of the probationary period, the probationer will be evaluated to determine if employment will continue or termination from DTC. If determined by the immediate supervisor to extend the probationary period for 30 days due to unsatisfactory performance, the General Manager must approve or deny the extension.

Any DTC employee who moves from one department to another or is transferred, promoted from a Union position to an administrative position or from an administrative position to a Union position shall automatically drop their previous seniority effective the day of their transfer or promotion. Vacation seniority shall be the only seniority retained under these conditions.

## 2-8 **Full-Time and Part-Time Employment:**

DTC could utilize both full-time and part-time administrative employees in its daily operations. Full-time employees are scheduled for a forty (40) hour work week.

Part-time employees are not eligible for any fringe benefits or paid leave except those specifically provided for in this manual and by law. Part-time employees who become full-time employee shall accrue seniority from their date of employment as a full-time employee

Separate seniority lists shall be established for each department (Transportation, Administration and Maintenance). Seniority is only recognized for the purpose of layoffs, recalls and vacation preference. The date of hire shall establish the employee's seniority date. If more than one employee is hired on the same date, the time of the application shall determine the seniority position. The first application completed shall receive the highest seniority.

**2-9 Reduction in Work Force:**

In the event of a reduction in the work force, the Company will first determine which jobs are to be eliminated. The General Manager will notify the employee(s) affected in writing. Employees will be provided with a minimum of a two (2) week notice or two (2) week pay in lieu of a notice. Employees on layoff will be eligible for recall if a vacancy occurs in the position from which they were laid off. Such recall rights will be for a maximum of one year from the date of layoff

**2-10 Separation Procedure:**

It is the responsibility of an employee who intends to resign to notify his/her department manager or the General Manager no less than two (2) weeks before the effective date, to allow for the selection and training of a suitable replacement. It is the responsibility of the employee's immediate supervisor or the General Manager to advise the employee of the COBRA privileges and any other pertinent employee benefits plus ensure that the employee turns in all DTC issued equipment such as keys, passes, ID cards, etc. Terminated employees will receive their final pay check on the next regular pay day after their termination date. The employee will receive payment for vacation earned and not taken at a rate of one-twelfth of the vacation earned for each month worked. Any unearned vacation time taken will be deducted from the employee's final check. Employees who are employed less than one year are not entitled to a pro-rated vacation. Employees must have worked eleven (11) days the first and /or last month of employment to have the month included in the calculation.

The employee's health and life insurance will terminate the last day of the month in which their employment is terminated. However, the terminated employee may elect to purchase, at their sole expense, continued health coverage under COBRA. All other employee benefits will terminate on the employee terminates.

## **COMPENSATION**

### **3-1 Overtime:**

Administrative employees are classified as being either exempt or non-exempt under the overtime pay provisions of the Fair Labor Standards Act. Exempt employees will ordinarily not receive overtime payment for overtime work. However, there may be unusual or extraordinary circumstances which arise from time to time which would warrant the granting of overtime to exempt employees. The General Manager, at his discretion, may grant overtime pay or compensatory time off to exempt employees in these unusual or extraordinary situations.

Nonexempt employees will receive overtime pay for overtime hours worked which exceed the normal forty (40) hours work week. There shall be no duplication or pyramiding of overtime pay with any other time worked or with pay for time not worked.

Vacations shall not be included for computing overtime. Holidays will be counted as time worked for computing overtime only for those employees whose regular schedules include the holiday as a work day.

### **3-2 Pay Period:**

All administrative employees will be paid every other Friday for a two-week period ending on the previous Sunday. Each employee will be provided with a pay statement of hours worked and gross earnings.

### **3-3 Wages:**

The General Manager will be responsible for establishing individual job specifications and salary schedules for each position. A written specification will include the job title, duties to be performed and desired qualifications.

All pay increases will be made based on merit which includes the employee's demonstrated ability, attendance, job comprehension and past performance. After employment, an employee will be considered for the first pay increase after twelve months of employment. After the initial six (6) months evaluation, employees will be evaluated annually (Dec.1) and any salary increase will be based on merit. Any salaried employee who is to be laid off will be given a minimum of two (2) weeks' notice or two (2) weeks of pay in lieu of a notice.

### **3-4 Unemployment Compensation:**

All full-time employees are covered by the unemployment laws. It will be the responsibility of the employee to file a claim with the Illinois Employment Service to be eligible to receive unemployment benefits.

### **3-5 Workers' Compensation:**

Worker's Compensation is insurance to provide partial wage replacement and payment of medical and rehabilitation cost when an employee is disabled by work-related injuries or diseases, and provides death benefits to an employee's dependents in case of death in accordance with State law. All DTC employees are covered by Worker's Compensation.

An employee should report all injuries or accident immediately in writing on a "First Report of Injury" form. The report should include information explaining when and where the accident/injury occurred, how it happened, type of injury, and what caused the injury. The report should be submitted immediately to the employee's Supervisor. If the employee needs to see the company doctor, they should, at that time, request that arrangements be made for them to see a doctor. If the injury is job related the employee will be required to report to the company doctor.

DTC will file the appropriate forms with the insurance company, as necessary. If a claim is filed, the insurance company will investigate the employee's claim. If the claim is accepted the insurance company will pay medical costs and wage loss compensation in accordance with State law.

The employee's regular pay will be suspended for the duration of the Worker's Compensation claim. There shall be no pyramiding of sick pay and Worker's Compensation pay.

**3-6 Service Recognition Pay:**

All non-union personnel completing five (5) years of full time employment in a non-union position shall be eligible for service recognition pay of \$5.00 for each year of service, payable on the employee's anniversary date. If the non-union employee transferred from a full-time union position, they will be given credit for those years after completing the five (5) year period.

## EMPLOYEE BENEFITS

### 4-1 **Personal Leave of Absence:**

Employees may be granted a personal leave of absence without pay for a maximum period of thirty (30) calendar days or in compliance with State & Federal laws. No leave of absence will be granted for gainful employment. Any Personal Leave of Absence must be authorized by the General Manger. Any leave of absence shall be without pay and granted only in extreme situations.

### 4-2 **National Guard or Armed Forces Reserve Leave:**

A leave of absence without pay shall be granted to employees who are active in the National Guard or branch of the Armed Forces Reserves for fulfilling their annual Field Training obligations or activation. Application for leave of absence for such purpose must be made as soon as possible after the employee's receipt of his orders.

### 4-3 **Military Leave:**

Military leave of absence without pay shall be granted to employees who enlist or who are ordered to military service. Such employees shall return to employment without loss of seniority rights provided application for reemployment is made within statutory time limits regulating the reemployment rights of veterans from the Armed forces. Reemployment shall be in accordance with applicable statutes in effect at the time of reemployment. In cases of military leave, normal separating procedures shall apply.

### 4-4 **Family Medical Leave Act**

All qualified employees have the right to use Family Medical Leave in accordance to the applicable laws. Employees will not be forced to use any earned time when using Family Medical Leave. Employees will have the option to use earned time while on Family Medical Leave.

### 4-5 **Maternity Leave:**

DTC will comply with all State and Federal laws governing.

### 4-6 **Funeral Leave:**

Full-time employees shall be entitled to three (3) days of pay for time taken off in cases of death of an employee's spouse, parents, parents of current spouse, employee's grandparents, grandchildren, stepmother, stepfather, child, stepchild, current daughter-in-law, current son-in-law, brother, step brother, current brother-in-law, sister, stepsister, current sister-in-law, foster child or any family member currently residing at the employee's home. Compensation shall be paid only if it is a regularly scheduled work day for the employee. Foster Parents must provide verification from the Foster Child Agency that the foster child has been in their care for at least six (6) months. A day's pay shall mean eight (8) hours straight time pay at applicable hourly rate

### 4-7 **Jury Duty:**

If a full-time employee is called as a juror, he shall be compensated an amount which, together with his pay compensated as a juror, shall be equal to eight (8) hours per day at straight time rates, provided however that such compensation shall not be paid when the employee's service as juror is on a day(s) other than a work day for said employee. Employees are expected to work their normal working hours on those days or for any part of those days when their presence is not required for jury service.

**4-8 Holidays:**

The following days shall be paid holidays for all full-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving\*, Christmas Day, Good Friday (Friday before Easter).

To be eligible for holiday pay, the employee must work their last scheduled day before the holiday and their next scheduled work day after the holiday unless the employee is absenting with the permission of the employee's immediate supervisor. Those operation or maintenance personnel having to work on the day after Thanksgiving will be given consideration for an additional floating holiday.

\*This holiday does not apply to those operating or maintenance personnel needed to operate the transit system. Personnel that are scheduled to work on the Friday after Thanksgiving will be given consideration for an additional personal day.

Employees shall receive five (5) personal days off with pay. Personal days should be scheduled in advance and approved by the employee's supervisor. Personal days will be prorated as per the employees hire date.

**4-9 Vacations:**

Full-time administrative employees shall receive vacation with pay as follows:

- |    |  |         |
|----|--|---------|
| a. | After one (1) year of continuous employment          | 1 week  |
| b. | After two (2) years of continuous employment         | 2 weeks |
| c. | After six (6) years of continuous employment         | 3 weeks |
| d. | After ten (10) years of continuous employment        | 4 weeks |
| e. | After twenty-two (22) years of continuous employment | 5 weeks |

Each week of vacation will be forty (40) hours pay at the employee's regular straight time hourly rate. All vacation time must be earned prior to being used.

Vacations shall not be carried over from year to year, unless authorized by the General Manager. Vacations must be taken as a full week and may not be taken in single day pieces, unless authorized by the General Manager, although multiple weeks do not have to be taken consecutively.

All vacations will be scheduled in December for the next calendar year. Upon employment, employees will earn 1/2 of days' vacation credit for each month worked through December of their first year of employment not to exceed a maximum of five (5) days. After the initial pro-rated vacation, employees earn 1/12 of their vacation time each month they are employed. When an employee leaves the services of DTC their vacation time will be prorated and their final pay check will be adjusted to reflect this calculation. Employees must have worked eleven (11) days the first and / or last month of employment to have the month included in the calculation.

DTC Holidays occurring during an administrative employee's vacation will be taken at the beginning of the next scheduled work week, unless other arrangements are approved by the employee's immediate supervisor. Vacation will be calculated on continuous years of service.

**4-10 Group Health Insurance:**

DTC will set the amount of contribution each employee will pay toward the cost of medical health insurance each year. Employees who select family coverage shall pay 5.5% of the total cost for the family rate.

Employees who select employee and spouse coverage shall pay 7.63% of the total cost for the employee/spouse rate. Employees who select employee only coverage shall pay 3.39% of the cost for the employee only rate. DTC retains the right to choose the insurance provider and the level of coverage. Employees are eligible to participate in the Group Health Insurance Plan after ninety (90) days employment. NOTE: Currently there are employee's percentage different from the listed percentage and may be readjusted in the future, but all new hire employee's percentage will be in accordance with the existing Group Health Insurance section.

DTC General Manager may adjust the employee pay percentage in the future but will notify the employees in writing before the changes are made effective.

#### **4-11 Group Life Insurance:**

After 90 days of employment the company will provide administrative employees with an amount of \$25,000 Life Insurance. Their spouses can be insured for \$5,000 and children for \$2,500 each.

#### **4-12 Sick Pay:**

All Full-time administrative employees shall accumulate one (1) sick leave day for each month of employment. The maximum accumulation of sick days shall not exceed one hundred and fifty (150) days. Sick days are to be used as time off for illness only. DTC may require an examination by a Company physician if deemed necessary. Sick pay shall be at eight (8) hours of straight time per day. Holiday pay or overtime pay will not be collected for the same day which an employee receives sick pay.

Upon retirement from DTC, administrative employees may sell up to one half (1/2) of their accumulated sick days. The maximum number of days which can be sold upon retirement is 75 days. Terminated employee will not be paid for accumulated sick days.

#### **4-13 Administrative Employees 401k Plan:**

On the first day of the month following 120 days of employment, administrative employees may choose to participate in the Amalgamated Transit Union's National 401k Plan. DTC will contribute a matching contribution up to 5 percent (5%) of each full-time employee's wage per pay period.

#### **4-14 Free Transportation Pass:**

All employees will be provided with a OPTS identification card for free transportation on regular service buses. Employee's Dependent DPTS Bus Passes will also be provided to the employee's dependent spouse and children who reside in the employee's home.

#### **4-15 Short-Term Disability Benefit:**

All full time administrative and supervisory personnel will be entitled to a Short-Term disability benefit. The features of the benefit are as followed:

- The application must be completed to begin payment.
- The benefits will pay \$210.00 per week less any compensation or benefits paid for the week.
- The benefits will be paid for a maximum period of 26 weeks.
- The benefits start immediately in the case of injury.



- The benefits start on the 8<sup>th</sup> day in case of illness.

## **Employee Development**

### **5-1 Job Descriptions:**

It will be the policy of DTC to have a written description of each job, which outlines the regular duties of the position. However, it must be understood that employees will be required to do work outside of their job description at times. Preparation and maintenance of job descriptions should be a combined effort on the part of the employee, their supervisor and the General Manager. The job description will include but not be limited to the following:

- a) Job Title
- b) Immediate Supervisor
- c) Qualifications and Requirements
- d) Minimum skill or education
- e) Job function and responsibilities

DTC has the right to add or delete positions at any time.

### **5-2 Personnel Files:**

Personnel files will be kept on all employees and shall include but not limited to the following:

- a) Employment application
- b) Medical records
- c) Performance evaluations
- d) Promotion, demotion and transfer records
- e) Adverse disciplinary action
- f) Commendations received

### **5-3 Training:**

Job related self-improvement in an employee's spare time is encouraged by DTC and will be taken into consideration during the employee's annual performance evaluation. Company training or training away from the work locations may be offered periodically. Employees will be advised your department manager when programs are available. Upon approval by the General Manager, DTC will pay for all tuition materials and will pay the employee's wages during his attendance.

### **5-4 Travel Pay:**

Prior approval from the General Manager is required for an employee to be reimbursed for travel cost. The use of privately owned automobiles for DTC business is discouraged. Only if no vehicle is reasonably available will the use of reimbursable private transportation be permitted. When authorized, privately owned automobile reimbursement will be at the same rate as specified by City of Decatur for each mile traveled. Other reasonable expenses incurred while traveling on DTC business and which are required about the travel will be reimbursed. Hotel reservations, when necessary, will be made in advance by the Administrative Office. Only standard room rate, single occupancy will be paid. The choice of hotel is determined by DTC. Employees are expected to use discretion when ordering meals or other necessary items. Upon returning to work the proper travel forms should be completed; receipts attached and turned in to the Office assistant within two (2) working days.

## **Employee Relations**

### **6-1 Disciplinary Action:**

All DTC employees must strive to maintain a high standard of conduct and work productivity. When work habits, production or personal conduct of an employee falls below acceptable standard, the employee's immediate supervisor shall point out such deficiencies and recommend corrective action either verbally or in writing. If the unacceptable behavior or work performance is continuous, the employee will be suspended, demoted or terminated. Such action will be supported by a letter from the General Manager to the employee.

### **6-2 Code of Business Conduct:**

Gratuities from any party having or seeking to establish a business relationship with DTC are strongly discouraged and contrary to established DTC policy. This policy is not intended to prohibit the ordinary and accepted courtesies of business, but is intended to prohibit receipt of valuable or expensive gifts and extended or expensive hospitality. No employee shall have any relationship or engage in any activity which might involve or lead to personal obligation which could impair the objectivity of such person's judgment. Employees shall not advertise, promote or solicit for sale any article or product on DTC premise, without permission from the General Manager.

To remain in the employment of DTC, employees must:

1. Be temperate, honest and of good moral character.
2. Maintain the required standard of performance, while conducting their duties.
3. Promptly obey all instructions or orders of their supervisor.
4. Refrain from the use of abusive, antagonistic or disrespectful language in referring to DTC. Its use will lead to immediate termination.
5. DTC cannot be involved in any way with the extension of credit to any employee by others, nor does DTC provide weekly pay in advance. Wages earned by an employee must be paid to that employee unless authorized by a legal authority to do otherwise.

If a questionable situation should arise involving either personal conduct or conflict of interest, it should be immediately reported to the General Manager.

### **6-3 Conflict Resolution:**

When an employee has a concern or a dispute relative to his employment, the employee should approach his manager and discuss the issue. The manager will investigate the complaint and provide a response as soon as possible regarding his decision on the matter.

If a satisfactory solution can not be reached with the employee's manager the employee may forward his complaint to the next higher level of authority. This process may continue until the complaint is investigated by the General Manger. The decision of the General Manager will be final.

#### 6-4 **Sexual Harassment:**

DTC will not tolerate sexual harassment of its employees by anyone. Persons harassing others will be dealt with swiftly and vigorously.

Sexual harassment is defined as follows:

- a) Unwelcome or unwanted sexual advances.
- b) Request or demand for sexual favors.
- c) Verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual.
- d) Engaging in any type of sexually oriented conduct that would unreasonably interfere with another's work performance.
- e) Creating a work environment that is intimidating, hostile or offensive.

This policy is for the protection of all DTC employees. If it is proven that an employee has knowingly and intentionally falsely accused another employee of sexual harassment, or any other harassment, it will be considered that the charging employee is guilty of harassment and will be appropriately disciplined.

Any form of sexual harassment should be reported immediately to the employee's supervisor or the General Manager. Normal courteous, mutually respectful, pleasant, non-coercive interactions between employees that are acceptable to both parties are not considered to be sexual harassment.

#### 6-5 **Drug-Free Workplace Act:**

Because drug use can seriously jeopardize the health and safety of the employee and the public. it is the policy of DTC that a drug-free workplace be maintained always.

The manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace is strictly prohibited and will result in strong disciplinary action up to and including termination. All safety sensitive employees must abide by the terms of DTC's Substance Abuse Program as a condition of employment.

Safety sensitive employees are defined as: All vehicle operators, all vehicle and equipment maintenance and service employees, and employees directly involved in the first line supervision of such employees and any employee controlling the movement or dispatch of such vehicles.

#### 6-6 **Hazard Communication:**

The Occupational Safety and Health Administration (OSHA) developed the "Hazard Communication Standards" which is commonly referred to as "Right to Know Law". The Hazard Communication Standard is intended to reduce the number of chemical illnesses and injuries in the workplace.

The purpose of the Hazard Communication Standard is two-fold:

- a) To establish uniform requirements to make sure that all chemicals produced in, imported and used within the United States are evaluated for their potential to create hazards.

b) Hazard information is supplied to all affected employees and that all affected employees are informed and educated as to those hazards.

DTC Maintenance Department maintains and makes available to all employees Material Safety Data Sheets for all chemical use at DTC, in accordance with OSHA regulations.

#### 6-7 **Accidents:**

Any employee involved in an accident while operating a DPTS vehicle must follow the procedure list below:

- Check for personal injuries.
- Request the police and, if needed, an ambulance.
- Inform dispatcher of the accident location.
- If another vehicle is involved, obtain the other driver's name and license number and insurance information.
- Do not debate responsibility of the accident.
- Never discuss or give the details of an accident to anyone except a policeman, a DTC official or someone designated by a DTC official.
- Ask the investigating officer for the accident report number.
- Complete a DTC accident report as soon as possible.

### General Conditions

#### 7-1 **Reporting for Work:**

All employees are expected to report for duty early enough to begin work at their assigned time. Excessive tardiness will result in appropriate disciplinary action. Any absences or tardiness will be deducted from the employee's pay time. Makeup time must be approved by the employee's supervisor in advance.

No employee shall be permitted to take time off on scheduled work days, with or without pay, unless it has been approved by their immediate supervisor. Any unauthorized absence for three (3) consecutive working days shall be considered voluntary resignation and the employee will be removed from DTC's payroll.

#### 7-2 **Health and Safety:**

It is the policy of DTC to provide a safe and healthy working environment for all employees always. Any accident or injury occurring while on duty, however slight, must be reported promptly to the employee's supervisor.

#### 7-3 **Physical Examination:**

The General Manager may require an employee, at any time, to be examined by a DTC official to determine if the employee can perform his duties. Employees required to operate revenue vehicles must have a current DOT medical card. Employees who only operate OPTS cars on administrative errands do not need DOT physicals or cards.

**7-4 Address and Telephone Numbers**

All employees are required to keep the Office Assistant advised of their correct address and phone number.

**7-5 Dress Code:**

While on duty, all DTC employees must present themselves in a neat and clean manner. Operations Supervisors will be provided with uniforms. Employees must realize their appearance is a reflection upon how the community perceives the company. All employees shall dress in comfortable and appropriate clothes.

**7-6 Licenses:**

Each employee who must drive a OPTS vehicle shall be required to have in their possession any license and/or endorsement which is required by law to operate the OPTS vehicle on the street. It shall be the duty of the employee to keep these licenses current. Any employee required to hold a COL will upon proof of renewal, be reimbursed the cost of renewal. No employee is authorized to operate Company vehicle without having the proper license in his possession

**7-7 Smoking:**

Smoking or the use of tobacco in any form is prohibited in all facilities. A designated smoking area will be determined.

**7-8 Inclement Weather:**

All employees are expected to report for their normal work shifts on time during inclement weather. Employees who have a justifiable reason may call their supervisor and decide for transportation to work.

**7-9 Personal Telephone Calls:**

Personal phone calls shall not interfere with an employee's work schedule. Personal phone calls should not exceed three (3) minutes in length. No personal long-distance phone calls shall be made at OTC's expense.

**7-10 Arrest of Employees:**

An employee, who for any reason, is arrested, whether the arrest occurred on or off duty, must report the matter immediately to their supervisor. Arrest for an alleged commission of a felony may result in an unpaid suspension until the charge is resolved. In addition, evidence submitted to OTC of a conviction either misdemeanor or felony will subject the employee to disciplinary action to include possible discharge.

**7-11 Company Keys and Security Codes:**

Employees shall not allow anyone else to use DTC keys or security codes entrusted to them. DTC keys shall not be duplicated without proper authorization. All OTC keys issued must be returned upon termination of employment.

**7-12 Gambling:**

Gambling is prohibited in any form on DPTS premises, whether on or off duty.

**7-13 Fighting:**

Employees are prohibited from fighting on OPTS premises. Any assault upon a supervisor by an employee, whether on or off duty, will automatically dismiss the employee from employment.

**7-14 Weapons:**

There is no occasion for any employee at any time to carry firearms or any other weapon, legal or illegal, onto OPTS property or in OPTS vehicles, whether on duty or off duty. Any violation of this rule will result in immediate and automatic discharge.

**7-15 Outside Activities:**

An employee of DTC shall not engage in activity or other employment that will interfere or conflict with the employees' job with the transit system.

## **WORKPLACE DISCRIMINATION, HARASSMENT VIOLENCE AND RETALIATION**

**POLICY STATEMENT:** Decatur Transportation Corporation, Inc. (DTC) strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the workplace should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees are expected to conduct themselves in an appropriate manner, as judged by a reasonable person. Employees should be able to work and learn in a safe and stimulating atmosphere. The accomplishment of this goal is essential to the mission of DTC. For that reason, DTC will not tolerate unlawful discrimination or harassment, violence or retaliation of any kind. Through enforcement of this policy and by education of employees, DTC will seek to prevent, correct and discipline behavior that violates this policy. All employees, regardless of their position, are covered by and are expected to comply with this policy, and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy, or any of its provisions. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

**PROCEDURES:** Behaviors prohibited by this policy include unlawful discrimination, harassment, sexual harassment, workplace violence, and retaliation.

**Unlawful Discrimination.** It is unlawful and a violation of this policy to discriminate in DTC employment, benefits, working conditions, or evaluative standards if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, ancestry, marital discharge. It is the policy of DTC to ensure all employees receive fair and impartial access to State and Federal organizations if they feel an act of unlawful discrimination has been committed against them during work by DTC. As a matter of policy, parties involved in the alleged discrimination will be encouraged to settle their differences, to the mutual satisfaction of all at any step in the process, and as soon as practicable. Employees wishing to file a discrimination complaint against DTC may contact DTC's Manager of EEO for guidance to the proper organizations to contact. City of Decatur Code Chapter 28, Unlawful Discrimination, precludes employees from filing unlawful discrimination claims with the City of Decatur Human Relations Commission. The Manager of EEO may attempt to mediate the parties to an agreement through a mediation process only if the differing parties agree to the mediation process.

**Sexual Harassment.** Harassment based on sex is a violation of Section 703 of Title VII of the U. S. Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include sexual propositions, innuendo, suggestive comments, sexually oriented jokes or teasing, or unwelcome physical contact such as patting, pinching, or brushing against another. Employees should promptly report incidents of sexual harassment.

Employees should promptly report incidents of sexual harassment in the workplace to the employee's supervisor and DTC's Manager of EEO at 424-2959. The EEO Officer, or his/her designee, will conduct thorough, prompt, and confidential investigations of the allegations. In cases of incidents of sexual harassment by an employee's supervisor, reports should be made to the offending supervisor's supervisor and to the Manager of EEO.

Sexual harassment is considered a form of sex discrimination. If relief is not obtained through informal means, employees may also file discrimination complaints on such matters with state, and/or federal civil rights agencies. Procedures for filing such complaints are explained in section 2.1 of this Policy. Annually, the DTC's General Manager will issue a letter to all employees reiterating the DTC's "zero tolerance" policy regarding sexual harassment. Training on this policy will be provided to all new employees by the Safety and Training Manager (STM). DTC's STM will assist with these tasks by coordinating new employee orientations and periodic refresher training on the subject. Such refresher training should be made available on a three (3) year cycle, and at any time material changes are made to this policy. The General Manager shall have final authority regarding disciplinary action for sexual harassment and/or retaliation.

**Harassment.** Harassment based on any other protected characteristic is also prohibited. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic protected by law, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile jokes and written or graphic material that is placed on the employer's premises or circulated in the workplace (including through e-mail) which denigrates or shows hostility or aversion toward an individual or group.

DTC encourages individuals who believe they are being subjected to such conduct to advise the offender that the behavior is unwelcome and to request that it stop. Often, this action alone will resolve the problem, but DTC recognizes that individuals may prefer to pursue the matter through complaint procedures.

Such harassment is considered a form of unlawful discrimination. If relief is not obtained through informal means, employees may file discrimination complaints on such matters with state, and/or federal civil rights agencies. Procedures for filing such complaints are explained in section 2.1 of this Policy.

**Workplace Violence.** Workplace violence includes assault, criminal damage to property, disorderly conduct, harassment, larceny, menacing behavior, reckless endangerment, robbery, sex offenses (including lewdness, sex abuse, sodomy and rape) and threats on the job.

To minimize workplace violence, the Safety and Training will assess employee and public vulnerability to workplace violence at all City locations, audit workplace violence prevention efforts, oversee employee training programs in violence prevention, regularly review reports of incidents of violence in the workplace to recommend changes to correct hazards, communicate with similar local governments concerning experiences with workplace violence, work with supervisors to determine.



The presence of hazards, conditions, operations and other situations which might place workers at risk of occupational assault incidents, and survey employees to identify the potential for violent incidents and to identify the need for improved security measures. DTC will provide training for all employees on identifying and reporting workplace violence incidents, recognizing signs of potential violence, reviewing measures instituted to prevent workplace violence, and describing Post-incident medical follow-up, counseling, and reporting procedures. Employees should report signs of potential violence to supervisors immediately.

DTC encourages employees to bring their differences with other employees to the attention of their supervisors or the Manager of EEO before such situations escalate into potential violence. DTM is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

Victims of incidents and threats of workplace violence should report them to their supervisors immediately, and then on the "Workplace Incident Report Form". Supervisors will promptly investigate allegations of workplace violence, and will ensure copies of incident reports are forwarded to the Manager of EEO. In cases of incidents committed by an employee's supervisor, reports should be made directly to the offending supervisor's supervisor and to the Manager of EEO.

Threats, threatening conduct or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, including reprimand, suspension and/or discharge. Non-employees engaged in violent acts on OPTS premises or directed toward a DTC employee conducting OPTS business will be reported to the proper authorities and fully prosecuted.

Supervisors will refer perpetrators of incidents and threats of workplace violence to the DTC's employee assistance program (EAP) and will determine appropriate follow up and disciplinary action. Employees will not be permitted to return to the workplace until the EAP professional indicates in writing that the employee is complying with EAP recommendations, and is fit to return to duty. Such referrals shall be considered "directed referrals". Employees failing to cooperate with directed referrals will be considered "absent without leave", and will be subject to possible disciplinary action, up to and including reprimand, suspension and/or discharge.

The Manager of EEO will maintain an accurate record of all workplace violence incidents. Any on duty injury that requires more than first aid that is a loss-time injury, that requires modified duty, or that causes loss of consciousness will be recorded on the OSHA 200 log, and should be reported on the standard job injury reporting forms. Doctors' reports and supervisors' reports of each incident will be kept with workers compensation files. Incidents of abuse, verbal attack, or aggressive behavior which may be threatening to the employee, but not resulting in injury, will also be recorded.

**Retaliation.** Retaliation includes overt or covert acts of reprisal, interference, restraint, penalty, discrimination, intimidation and/or harassment against an individual or group exercising proper rights regarding discrimination, harassment and/or workplace violence. It is a violation of this policy to act in retaliation to an individual for 1) filing a charge of discrimination, harassment, workplace violence or retaliation, 2) participating in an investigation or opposing discriminatory, harassing, violent practices or retaliation, or 3) being the target of discrimination, harassment, workplace violence and/or retaliation.

**False Reporting.** The filing of false, malicious, frivolous and/or groundless reports and/or complaints of discrimination, sexual harassment, workplace violence and/or retaliation is an abuse of this policy, is prohibited.

**RESPONSIBILITY:** It is the responsibility of all supervisors to ensure that all their employees are aware of this policy and of the confidential means available to them for reporting incidents.

Training on this policy will be provided to all new employees by the STM. Refresher training should be made available on a three (3) year cycle, and at any time material changes are made to this policy.

It is the responsibility of the Manager of EEO to effect investigations of informal allegations of incidents. Such investigations may be assigned to the direct supervisor. The Manager of EEO shall keep the General Manager informed of the progress of such investigations. Appropriate disciplinary action will be taken against any employee who violates this policy, or any of its provisions. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment. The General Manager shall have final authority on disciplinary action for policy violation.