

REQUEST FOR PROPOSAL:

**TOWN OF KERNERSVILLE SENIORS AND INDIVIDUALS WITH
DISABILITIES TRANSIT SERVICE**



Kernersville, NC
RELEASED October 1, 2020
DUE November 2, 2020

REQUEST FOR PROPOSALS

Contract Provider for Senior Transit Services

October 1, 2020

Dear Service Provider:


The Town of Kernersville located in the State of North Carolina is accepting Proposals for the Management/Operations of a Senior Transit Service. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

All Proposals are due to the **Town of Kernersville, 134 East Mountain Street, Kernersville, NC 27284**, no later than **November 2, 2020 at 4:00 p.m.** One (1) original and four (4) copies of your Proposal responses should be submitted in a sealed box or opaque envelope plainly marked as follows and hand-delivered or mailed to:

2020 Senior / Disability Transit Service Proposal
Attention: Debi Grant
Town of Kernersville
134 East Mountain Street Kernersville, NC 27284

RFP questions must be directed to Debi Grant, 134 East Mountain Street, Kernersville, NC 27284, dgrant@toknc.com per the enclosed instructions. The Town of Kernersville is an equal opportunity purchaser.

Sincerely,



Debi Grant
Community Development Department
134 East Mountain Street
Kernersville, NC 27284
(336) 992-5460
dgrant@toknc.com

cc:

Jeff Hatling, Community Development Director
John G. Wolfe, Kernersville Legal Counsel
Curtis Swisher, Town Manager

Table of Contents

	2020 Senior / Disability Transit Service Proposal	1
	Attention: Debi Grant	1
	INTRODUCTION	4
2	DEFINITIONS	5
3	TOWN OF KERNERSVILLE RIGHTS AND OPTIONS.....	7
	information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the Town of Kernersville, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town of Kernersville as to any material facts.”	9
	3.3 Schedule of Events.....	13
4	SCOPE OF WORK.....	13
	4.1 Service Description	13
	In no way does the Town of Kernersville guarantee additional service hours other than those listed above. These hours of service represent the anticipated service levels at the time of this RFP being issued. A total of 468 hours of service on an annual basis are anticipated.....	14
	4.7 Operating Facility.....	16
	4.8 Vehicle Maintenance	16
	4.9.1 Damage.....	17
	4.11 Personnel.....	17
	4.11.1 Management	17
	4.11.2 Drivers	18
	4.12 Reporting	19
	4.12.1 Financial Records	19
	4.12.2 Invoice Handling	20
	4.12.3 Management Information System.....	20
	4.12.4 Passenger Complaints.....	20
	4.12.5 Collision/Incident Report	20
	4.12.6 National Transit Database and NCDOT Reporting	21
	4.13 Insurance Requirements.....	21
	4.14 Lost and Found	22
5	PROCUREMENT ELEMENTS	22
	5.1 Contacts and Communications	22
	5.2 Evaluation Committee	22
	5.3 Contract Terms	22
	5.4 Questions.....	23
	5.5 Submission of Proposals	23
6	PROPOSAL CONTENTS	24
	6.1 Qualifications Proposal	24
	6.1.1 Letter of Transmittal.....	24
	6.1.2 Evidence of Good Standing.....	24
	6.1.3 References.....	25
	6.1.4 Past Performance	25

RFP: KERNERSVILLE SENIOR / DISABILITY TRANSIT SERVICES

Enhanced Mobility of Seniors and Individuals with Disabilities / Federal Transit Administration (FTA) Section 5310

6.1.5 Requirements and Certifications26

6.1.6 Key Personnel and Management.....26

6.1.7 Management Approach.....26

6.1.8 Transition and Start-up Plan27

6.1.9 Staffing and Personnel Plan27

6.1.10 Training Program27

6.1.11 Operating Plan28

6.1.12 Safety and Security Program28

6.2 Price Proposal29

6.3 Proposal Acceptance and Validity.....29

7 PROPOSAL REVIEW30

7.1 Initial Review30

7.2 Competitive Range31

7.3 Best and Final Offers.....31

8 PROPOSAL EVALUATION.....31

8.1 Operations Capability: 20 Points.....31

8.2 Key Personnel, Management Team, and Staffing and Training Plans: 20 Points32

8.3 Project Experience and References: 15 Points32

8.4 Transition and Start-up Plan: 5 Points32

8.5 Financial Capacity: 5 Points32

8.6 Price Proposal: 35 Points33

9 AWARD AND CONTRACT33

9.1 Post Selection Negotiations33

9.2 Notice of Award33

9.3 Notice to Proceed34

10 CONFLICTS OF INTEREST34

10.1 Gratuities34

10.2 Town of Kernersville Employees34

10.3 Organizational34

10.4 Lobbying35

10.5 Collusion35

11 PROPOSAL PROTEST PROCEDURES35

12 REQUIREMENTS AND CERTIFICATIONS.....37

The following items must be recognized in order for a contract to be entered into between the Town of Kernersville and the Service Provider.....37

Attachment A - 138

The intent of this program is to ensure high quality service, not reduce the Town of Kernersville’s costs. NOTE: With the exception of inadequate staffing infractions, liquidated damages shall be waived for the first 90 days of in-service operation for any new Contractor, assuming the Contractor has made a good faith effort to affect a smooth transition and start-up.....38

Reporting.....40

Maintenance.41

- A1 - Liquidated Damages Details (Submitted with Proposal)
- Appendix A: Transit Route Map and Schedule

INTRODUCTION

The Town of Kernersville is seeking a qualified Service Provider to propose management oversight and operate with its own vehicles and employees; a fixed route transportation service planned for the transportation needs of seniors and individuals with disabilities within the Town of Kernersville, with an anticipated start date of July 1, 2021. The Service Provider(s) will utilize its own fleet of vehicles to operate this public transit service. A portion of funding is derived from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant. The selected Contractor shall provide the personnel, maintenance, materials, supplies, training, and superintendence necessary for safe, courteous, and reliable transportation of passengers. The chosen contractor(s) is responsible to adhere to all applicable laws. Any failure to adhere to rules, regulations, and law may result in a financial penalty and termination of contract.

1.1 General Description of Tasks.

Work associated with this RFP shall include but not be limited to the following tasks:

The Service Provider(s) shall be responsible for all preparations necessary to begin operation of service. All personnel shall be drug tested in accordance with a drug and alcohol testing program that complies with 49 CFR parts 653 and 654, hired and trained, documented procedures shall be established, development of an aggressive safety program, equipment prepared, routes and schedules fine-tuned, driver runs cut, and all other activities required for Service Provider start-up performed prior to June 30, 2021 if awarded contract.

- The Service Provider(s) shall coordinate, manage, and control all necessary service activities, which shall include, but not be limited to:
 - a. Operating all Services to the levels and standards required as described throughout this RFP as well as any additional service added to this contract by the Town of Kernersville;
 - b. Providing drivers, supervisory, maintenance, service and administrative personnel;
 - c. Establishing all employment policies relative to Service Provider's personnel;
 - d. Development and implementation of driver training and testing programs;
 - e. Development and implementation of administrative, safety and security procedures, performance statistics, and financial records;
 - f. Development and implementation of methods to maximize service efficiency and reliability;

- g. Performing all activities associated with the maintenance of equipment required for the operation of the system.
- h. Performing operational planning, scheduling, blocking, run-cutting and other related functions, such as identifying running time and/or loading problems and recommending specific schedule and other adjustments to correct problems.
- i. Executing data collection and gathering services as requested by the Town of Kernersville;
- j. Implementing all Federally required programs such as FTA Drug and Alcohol Testing and ADA Compliance, NTD reporting requirements and;
- k. Providing required insurance coverages.

2 DEFINITIONS

The Town of Kernersville has defined, but reserves the right to redefine through written addenda, the following terms for the purposes of this RFP and procurement process:

- 1. The term “Agreement” or “Contract” means the agreement for the operation of the Town of Kernersville Transit services between the Town of Kernersville and the successful Proposer in this procurement.
- 2. The term “Authorized Agent” means the Town Manager.
- 3. The term “Best and Final Offer” or “BAFO” means the final, written Proposal made by a Proposer in response to a written request by the Town of Kernersville after the conclusion of discussions with Proposers, and submitted by the date and time specified in the Town of Kernersville’s written request.
- 4. The term “Contractor General Manager” means the person identified by the Contractor and approved by the Town of Kernersville as responsible for managing and implementing the Contractor’s duties under the Agreement.
- 5. The term “Contracting Officer” means Jeff Hatling, AICP, Community Development Director for the Town of Kernersville, or his designee, responsible for the administration of this RFP.
- 6. The term “Days” means calendar days, unless otherwise specifically noted.

RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT SERVICES

7. The term “Deadhead Time” means the time consumed by the movement of a vehicle when out of Revenue Service. Deadhead Time includes time leaving or returning to the garage or yard, driving without passengers, or changing routes. Deadhead time does not include training.
8. The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
9. The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days.
10. The term “Key Personnel” means those Contractor individuals who will perform work normally associated with the following functions: Contractor General Manager, Director of Transportation, Maintenance Manager and Training/Safety Manager.
11. The term “In Service Road Failure” means a Revenue Service interruption caused by a failure of a mechanical element of a Revenue Vehicle (or a replacement vehicle), but does not include a service interruption caused by a publicized fleet defect.
12. The term “Interested Party” means any person who is an actual or prospective Proposer or who has economic interest in the award of the Contract or the failure to award the Contract.
13. The term “Liquidated Damages” means a financial reduction of a contractor payment(s) for failure to comply with contractual requirements of the service provider for route performance and reporting requirements associated with the Town of Kernersville and affected federal and state rules and regulations.
14. The term “On-Time” means when a Vehicle departs from a scheduled time point five (5) minutes or less late, but not earlier than the scheduled time point, in accordance with official Town of Kernersville published schedules.
15. The term “On-Time Performance” means the percent of schedule runs that are observed On- Time.
16. The term “Operation” means the provision of all public transportation service components listed in this RFP and negotiated in the Contract with the Town of Kernersville.
17. The term “Proposal” refers to a written document submitted by a Proposer in response to this RFP.
18. The term “Prospective Proposer” means any person who receives the RFP from the Contracting Officer named in this RFP.

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

19. The term “Recovery Time” means the time built into a route trip schedule to mitigate schedule adherence issues relating to delays, excluding any required meal or rest periods.
20. The term “Expensed Hour” means the time a Contracted Vehicle is in Service, including Recovery Time but excluding Deadhead Time.
21. The term “Expensed Miles” means the number of miles traveled by the Contracted Vehicle during Service.
22. The term “Expensed Service” means the time when a Contracted Vehicle operates in transit service available to carry passengers. “Expensed Service” includes Recovery Time, but does not include Deadhead Time, missed trips, or any time when a Vehicle is out of service for vehicle operator breaks, refueling, mechanical breakdown, or other operational variation, which would remove a vehicle from availability for Service.
23. The term “Contracted Vehicle” means any vehicle used to provide public transportation services available to carry passengers within the Town of Kernersville service area in accordance with the Agreement.
24. The term “Service Provider” means the service and/or prime contractor preparing and submitting the RFP and selected for service operation.
25. The term “Support Vehicle” means a vehicle that is used by the Contractor to support transit services under the Agreement (for activities such as road supervision and operator shift transition) but is not used in Expensed Service, including cars, vans, tow trucks, lifted-equipped vans, and service trucks.
26. The term “Solicitation” means the RFP used to procure public transportation services.

3 TOWN OF KERNERSVILLE RIGHTS AND OPTIONS.

The Town of Kernersville, at its sole discretion, reserves the following rights:

1. To supplement, amend, substitute or otherwise modify this RFP at any time; the Town of Kernersville will provide notice of such to potential proposers;
2. To cancel this RFP with or without the substitution of another RFP;
3. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the Town of Kernersville;

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

4. To issue additional requests for information;
5. To require one or more Service Providers to supplement, clarify or provide additional information in order for the Town of Kernersville to evaluate the proposals submitted;
6. To conduct investigations with respect to the qualifications and experience of each Service Provider;
7. To waive any defect or technicality in any Proposal received; and
8. To reject any or all Proposals.

3.1 Expense of Submittal Preparation.

The Town of Kernersville accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Town of Kernersville for the costs and expenses associated with the procurement process.

3.2 Proposal Conditions.

The following terms are applicable to this RFP and your organization's Proposal.

1. **RFP Not An Offer.**
This RFP does not constitute an offer by the Town of Kernersville. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town of Kernersville unless the Town of Kernersville and your organization execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
2. **General Reservation of Rights.**
The Town of Kernersville reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any Agreement deemed by the Town of Kernersville to be in the best interest of the Town of Kernersville, with one or more of the Service Providers responding. The Town of Kernersville reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

including but not limited to financial terms.

3. The Town of Kernersville's Right to Terminate Discussions.
The Service Provider's participation in this process might result in the Town of Kernersville selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Town of Kernersville to execute a Contract or to continue discussions. The Town of Kernersville can terminate discussions at any time and for any reason.

4. Requirement for Representation as to Accuracy and Completeness of Proposal.
Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the Town of Kernersville, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town of Kernersville as to any material facts."**

5. Trade Secrets/Confidentiality.
Upon receipt at the Town of Kernersville, your Proposal is considered a public record except for material, which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal will be reviewed by the Town of Kernersville's Selection Committee, as well as other Town of Kernersville staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope marked "*Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,*" and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that the Town of Kernersville may reveal any trade secret materials contained in such response to all Town of Kernersville staff and Town of Kernersville officials involved in the selection process, and to any outside consultant or other third parties who serve on the selection committee or who are hired by the Town of Kernersville to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless the Town of Kernersville and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.

6. Statutory Requirements.
Any Contract awarded as a result of this RFP shall be in full conformance with

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

7. **Reservation of Right to Change Schedule.**
The Town of Kernersville shall ultimately determine the timing and sequence of events resulting from this RFP. The Town of Kernersville reserves the right to delay the closing date and time for any phase if the Town of Kernersville staff believe that an extension will be in the best interest of the Town of Kernersville.
8. **Reservation of Right to Amend RFP.**
The Town of Kernersville reserves the right to amend or cancel this RFP at any time during the process if it believes that doing so is in the best interests of the Town of Kernersville. Any addenda will be sent to each Service Provider in writing. Service Providers are required to acknowledge their receipt of each amendment by stipulating receipt via email to the Contracting Officer, and also by signifying receipts as part of the cover letter that accompanies such said submittal of a Contractor's package seeking consideration.
9. **Additional Evidence of Ability.**
A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the Town of Kernersville.
10. **No Collusion or Conflict of Interest.**
By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Any evidence of collusion or fraud will be investigated and prosecuted by the Town of Kernersville to the fullest extent of the law.
11. **Proposal Terms Firm and Irreversible.**
The signed Proposal shall be considered a firm offer on the part of the Service Provider. The Town of Kernersville reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the Town of Kernersville. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the Town of Kernersville's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.
12. **Subcontracting.**
The successful Service Provider shall be the prime Service Provider and shall be solely responsible for contractual performance. In the event of a subcontracting relationship,

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

the Successful Service Provider will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, the Town of Kernersville must be named as a third-party beneficiary in all subcontracts.

13. Withdrawal for Modification of Proposals.

Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the Town of Kernersville prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked “**Modifications to Proposal.**”

14. No Bribery.

In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractor, or any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town of Kernersville in connection with this Agreement.

15. Exceptions to RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

16. Liquidated Damages.

The Town of Kernersville and the Contractor acknowledge and agree that the Town of Kernersville will incur damages if the Contractor fails to meet the requirements set forth in the RFP. The Town of Kernersville and the Contractor agree that the Town of Kernersville will incur damages if the Contractor fails to perform the Services. The parties further acknowledge and agree that the damages, which might be reasonably anticipated to accrue as a result of failure to meet one or more of the required service levels, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in A-2.

17. Fair Trade Certifications.

By submission of a Proposal, the Service Provider certifies that in connection with this procurement:

- ◆ The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
- ◆ Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- ◆ No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

18. Compliance with Laws.

In submitting a Proposal, each Service Provider agrees to make itself aware of, and comply with, all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Service Provider further agrees that it will at all times during the term of the Contract comply with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to: Workers' Compensation; Fair Labor Standards Act (FLSA); Americans with Disabilities Act (ADA); Family and Medical Leave Act (FMLA); US Department of Homeland Security, E-Verify; and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

19. Clarification of Ambiguities.

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the Town of Kernersville in writing of such apparent discrepancy. Failure to notify the Town of Kernersville will constitute a waiver of claim of ambiguity, inconsistency or error.

20. Service Provider's Obligation to Fully Inform Themselves.

Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Providers own risk.

21. Disclaimer.

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the Town of Kernersville. The Town of Kernersville makes no representations or warranties regarding any information or data provided by the Town of Kernersville.

22. Independent Contractor

RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT SERVICES

The relationship between the Town of Kernersville and the Service Provider shall be that of independent contractor and not agent or employee.

3.3 Schedule of Events

All times are listed as “current local time,” based on Eastern Standard Time (EST).

Schedule	Event
October 1, 2020	RFP Release
4:00 PM, October 15, 2020	Deadline for Receipt of Written Questions and Requests for Addenda
4:00 PM, November 2, 2020	Proposals Due to the Town of Kernersville
December 2, 2020	Interviews (tentative and if required) with Proposers in Competitive Range
4:00 PM, December 15, 2020	BAFOs Due to the Town of Kernersville, if requested
January 2, 2021	Recommendation of Approval of Award by the Town of Kernersville Selection Committee
February 2, 2021	Tentative Board of Alderman Review and Approval
June 15-30, 2021	Tentative Transition and Start-up Period
July 1, 2021	Tentative Commencement of Service – Pending final award

The Town of Kernersville reserves the right to alter the schedule of events or any portion of this RFP at any time up to ten (10) calendar days before the proposal due date. The Town of Kernersville will notify all Proposers of changes in writing.

4 SCOPE OF WORK

The Town of Kernersville is conducting this procurement to select a Contractor to operate the Town of Kernersville Senior Transit Service within the Town of Kernersville’s Municipal limits, North Carolina. The Contractor selected in this procurement will comply with the terms and conditions set forth herein. The Town of Kernersville has previously operated the Town of Kernersville’s Senior Transit Service through contract with a private contractor.

4.1 Service Description

The Town of Kernersville will require the Service Provider to provide the following types of service:

- Transit Service (4.5 hours a day / 2 days a week / 104 days a year)
- The Service Provider will operate the Service with minimum route deviation, utilizing (at a minimum) a 14-passenger bus (12 passengers + 2 wheelchair) with lift.

The Town of Kernersville reserves the right to add any services to the final contract under the Adjustments in Service provision. The contractor is responsible for reporting ridership levels under the direction of the Town of Kernersville.

4.2 Service Levels at Issuance of RFP

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

As described within this RFP, the Town of Kernersville reserves the right to increase or decrease the level of services throughout the term of this contract. The Service Provider is expected to coordinate with the Town of Kernersville and local jurisdictional staff to ensure effective promotional events and new service initiatives, ribbon cuttings, etc. are efficiently and effectively advertised. The range of service hours identified below includes an anticipated number for each service.

The Town of Kernersville reserves the rights to increase or decrease service hours to meet the demand of the Service, however, the Town recognizes that substantial changes may necessitate rate renegotiation.

In no way does the Town of Kernersville guarantee additional service hours other than those listed above. These hours of service represent the anticipated service levels at the time of this RFP being issued. A total of 468 hours of service on an annual basis are anticipated.

4.2.1 Service Operations Plan

All Routes and Schedules shall be specified by the Town of Kernersville – A compilation of the existing routes and schedules to be operated initially under this contract are attached. Routes are subject to change, and modifications in routes or services may be added in accordance with the requirements in this RFP.

- a. The Town of Kernersville will provide the headway and service frequency to the Service Provider during the performance of this contract. The Service Provider shall be responsible for developing driver shifts from the schedule provided by the Town of Kernersville.
- b. The Service Provider shall perform all scheduled service subject to the Town of Kernersville's operating standards for service performance. Service shall be provided as requested or according to any adjusted schedule established by the Town of Kernersville, including route modifications required as a result of a declared emergency.
- c. The Service Provider shall not supply vehicle service hours when they are not scheduled because such hours will not be paid for by the Town of Kernersville. Relief drivers are the responsibility of the Service Provider and shall not disrupt the continuity of Service. If a major disruption in service occurs, the Service Provider shall notify the Town of Kernersville immediately. If the Service Provider should be unable to provide alternative service, the Town of Kernersville may then elect to secure the necessary services. Should the Town of Kernersville elect to secure such service from other sources, the Service Provider shall be liable for all such costs incurred.
- d. All Services to be rendered by the Service Provider under this Agreement shall be as specified by the Town of Kernersville. The Service Provider shall advise the Town of Kernersville of matters of importance and make recommendations when appropriate; however, final authorization concerning service parameters shall rest with the Town of Kernersville.
- e. Service requirements include having a person available to answer the telephone (at a minimum from 8:00 am – 5:00 pm, Mon.– Fri.) dispatch facility, and relay information to the driver during all hours when a vehicle is on the road, with no exceptions.

- f. The Service Provider is required to have a means of communication with all in-service vehicles including intra-vehicle communication between in-service vehicles during all hours when a vehicle is on the road, with no exceptions. All means of communication shall be the sole responsibility of the Service Provider.
- g. The Service Provider is expected to begin service under this contract **July 1, 2021**.
- h. The Town of Kernersville reserves the right to revise and/or add any Service parameters as needed, in order to meet Service needs and regulations. The Service Provider may propose ways to improve the use of the vehicles in service; however, such recommendations should minimize modifications to the existing route structure.

4.2.2 Service Span

Transit service shall operate 2 days/week, Monday through Friday only, approximately 104 days of service annually. The Town of Kernersville reserves the right to add weekend services at a later date during the Contract if desired.

4.3 Holidays

Service shall not be operated on the major holidays designated by the Town of Kernersville, which currently are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Town of Kernersville reserves the right to amend the holiday and modify the holiday schedule during the course of the contract.

4.4 Dispatching

Dispatching of services will be provided by the Service Provider including the sign-in/out of bus operators, vehicle route assignments, incident management and road calls, and limited route deviation call-in and vehicle assignment. Deviation requests will be limited to on-the-vehicle requests and scheduling but certain cancellations and other special exceptions may require telephone calls. To the extent deviation requests are handled by telephone, call intake and scheduling of deviations shall be offered by the Service Provider during all hours of service operation, and call intake provisions shall ensure that all incoming calls are answered.

4.5 Vehicle Description

Due to the nature of the transit service, comfort and convenience are extremely important. The preferred vehicle of choice should reflect a professional image for the Town of Kernersville and include luxury accommodations for patrons. This includes, at a minimum, 14 passenger vehicles (12 passengers + 2 wheelchairs) with cloth, high back seats that are forward facing and wheelchair accessible.

4.5.1 Service/Support Vehicles

The selected Service Provider must provide all other rolling stock used to support the service such as supervisor's, and maintenance vehicles, and bus operator relief cars. The Service

Provider may not use Town of Kernersville vehicles for support functions, such as bus operator relief. The Service Provider will furnish and maintain all necessary support vehicles in order to ensure field supervision mobility, bus operator field relief capability, road call maintenance, and vehicle towing throughout the service area at all times while the vehicles are operated. Towing and road call services may be handled by contractual agreement with local firms.

4.5.2 Communications Systems

The Service Provider will be responsible for providing a two-way communication system on all the vehicles and any of its own supervisory vehicles and paying for the monthly service charge for air time. The system must allow for vehicle-to-base and supervisor communication as well as multiple receiver/broadcast operation.

4.6 Fuel

The Service Provider is responsible for supplying the fuel to operate the buses for the service in this RFP.

4.7 Operating Facility

The Town of Kernersville will not provide a dedicated administrative/maintenance facility. The Service Provider shall provide to the Town of Kernersville a copy of its written disaster recovery plan to be used in the event of a fire or any other disaster at the office space. This disaster recovery plan should include off-site storage or backup information. Additionally, the Service Provider shall provide the Town of Kernersville with a Communications plan describing how the company will coordinate with vehicle operators on all scheduling, operations, and call center issues.

4.8 Vehicle Maintenance

All vehicles supplied to the Town of Kernersville shall be maintained by the Service Provider in proper repair and condition satisfactory to the Town of Kernersville. The Service Provider shall maintain all equipment in conformance with the manufacturer's warranty requirements throughout the life of the contract and in adherence to FTA and the National Transit Database reporting. This is a critical function of providing a high quality of service. The Service Provider is expected to exceed all of the Town of Kernersville's expectations in maintaining the fleet and meeting all requirements of the FTA Satisfactory Continuing Control. Any failure to comply will result in liquidated damages being applied to the Service Provider where applicable. The Town of Kernersville will review maintenance records and inspect vehicles on a regular basis to ensure compliance with FTA regulations.

4.9 Permit and Fee Structure

All drivers must have current drivers license with all proper endorsements. The Service Provider must also have all applicable City, County, and State business licenses. The Service Provider will

title and license its supplied vehicles as well as pay for any the Town of Kernersville-levied fees, as well as any state, county, or national fees. The Service Provider is required to maintain all applicable insurances.

4.9.1 Damage

The Town of Kernersville is not responsible for any vehicle damage (interior and exterior) that occurs through the performance of this contract. All vehicle repairs shall be covered by the insurance provider of the Service Provider, or a direct expense to the Service Provider for any such said repairs for damage.

4.10 Cleaning and Fueling

The Service Provider is responsible for supplying its own fuel, for fleet fueling, and washing the exterior of its supplied vehicles as well as performing major cleaning (inside and out). The Service Provider will be required to sweep out each vehicle, wipe down seats and other surfaces, as well as remove trash after each use. The Service Provider will provide the labor for vehicle re-fueling and cleaning for the identified vehicles that are the responsibility of the Service Provider.

4.11 Personnel

4.11.1 Management

The Service Provider will have designated onsite managers and point-of-contact for the various operation and maintenance duties. The Service Provider should include a detailed staffing plan that designates the people to perform their managerial duties and specific to their responsibilities under this contract. Further, a dispatcher(s) will be on duty while service is on the street. The Service Provider will also provide, at a minimum, the following duties to be performed in support of the transit service:

1. Training and scheduling of all regularly assigned project personnel;
2. Operator Representative attend quarterly Rider Advisory Committee meetings;
3. Arranging the assignment of backup personnel whenever necessary;
4. Distribution and collection of operating reports;
5. Preparation of monthly summaries of operations data;
6. Preparation of a monthly invoice which will document all charges;
7. Immediate responsibility for any operational problems and/or passenger complaints and accurately reporting these problems in a timely manner;
8. Accident review and analysis; and
9. The hiring and discipline of personnel. Personnel hired for positions will:
 - Undergo and pass drug and alcohol testing; and
 - Have completed criminal background and driving record checks.

With just cause, the Town of Kernersville reserves the right to require the removal of any Service Provider employee from the provision of its services.

The Town of Kernersville is not prescribing any specific security measures. Whatever measures are instituted by the Service Provider, the documents related to those measures should be properly secured.

All personnel shall be trained for their jobs regarding the operating procedures for the service. In addition, all personnel shall have security training generally instructing drivers how to recognize and react to suspicious or illogical activities.

4.11.2 Drivers

All drivers of the Service Provider must meet these minimum requirements:

1. Pass a pre-employment drug and alcohol test as well as participate in random and for-cause drug and alcohol testing during time of employment;
2. Not have any felony offenses;
3. Be properly licensed in the State of North Carolina to provide this type of service; and when operating a vehicle weighing more than 26,000 pounds or originally designed to carry 16 passengers or more (including the driver), possess a valid commercial driver's license (CDL) with a PB endorsement;
4. Be at least 21 years of age;
5. Be a licensed driver for a minimum of three (3) years;
6. Be able to read, write, and speak English; a second language skill in Spanish is considered a plus;
7. Have received no more than one moving violation within the last three (3) years;
8. DMV record check every 6 months; and
9. Criminal background check. Additionally, vehicle operators will:
 - Operate in a safe, customer-friendly manner and comply with ridership policy;
 - Be subject to removal at the request of the Town of Kernersville with documented just cause;
 - Be properly groomed and otherwise present a professional appearance and demeanor to the public; The Town of Kernersville is looking for standardization and professionalism among the drivers—consistent shirts, pants, shoes, head wear, and outerwear (e.g., jackets). These items must be in good condition and clean. The Town of Kernersville will make a judgment, based on proposals received, on the adequacy of uniforms;
 - Comply with rules and regulations of the Town of Kernersville;
 - Be required to cooperate in the distribution of information to the riders as well as cooperate in distributing surveys and collecting data;
 - Operate the service in compliance with ADA requirements;

- Be subject to drug and alcohol testing;
- Adhere to schedules—trips should not arrive/depart at time points early or more than 5 minutes late.

4.11.3 Driver Training

The Service Provider will provide, for approval by the Town of Kernersville, an annual driver training program that accomplishes the following minimum requirements:

1. Bus routes, and service policies;
2. Safe operation of the vehicles and equipment;
3. Customer relations skills;
4. Safe driving;
5. Passenger Assistance Techniques including sensitivity training;
6. Data collection including, but not limited to, passenger counts in support of National Transit Database (NTD) reporting; and
7. Security training generally instructing drivers how to recognize and react to suspicious or illegal activities.

4.11.4 Supervision

The Service Provider shall be fully responsible for overseeing driver hiring, safety, training, conduct and behavior.

4.12 Reporting

The Service Provider will provide all project records as requested by the Town of Kernersville in approved formats in any relationship to operations, maintenance, and administrative actions associated with providing the Town of Kernersville services. The Service Provider will permit authorized representatives of the Town of Kernersville to examine all data and records related to the project upon request by the Town of Kernersville or according to the scheduled reporting periods. All project records prepared by the Service Provider will be owned by the Town of Kernersville and be made available to the Town of Kernersville at no additional charge.

The Service Provider will provide all records within the service area, and make them available to the Town of Kernersville for at least three (3) years following final payment. In addition to hard copies, records will be made available in a PC-compatible format to be specified. The Service Provider shall supply all needed computer equipment, and peripherals and shall use software compatible with that used by the Town of Kernersville.

4.12.1 Financial Records

The Service Provider will establish and maintain within a separate account all project

expenditures and any other relevant financial records or documents. The Service Provider must conform to applicable FTA Uniform System of Accounts of the National Transit Database reporting system. The Service Provider will supply on an annual basis all year-end audit documents and associated material as requested by the Town of Kernersville.

4.12.2 Invoice Handling

The Service Provider's designated manager shall submit monthly invoices to the Town of Kernersville within ten (10) calendar days of the following month for services rendered during the reporting period. The Service Provider must also provide monthly mileage statistics by vehicle. Payment from the Town of Kernersville shall be received approximately thirty (30) days following approval of invoice. All invoices and related records are subject to audit by the Town of Kernersville or representatives of other funding partners.

4.12.3 Management Information System

At a minimum, the Service Provider's key management personnel shall be required to have electronic file transmission capabilities with the Town of Kernersville at all times.

The Service Provider will collect, prepare, and summarize in a monthly report to the Town of Kernersville, the following:

1. Missed trips (daily);
2. Service interruptions due to mechanical road calls (daily), passenger disputes, accidents, and other reasons;
3. Additional/added miles and hours (daily) with explanation;
4. Miles operated per vehicle (reported monthly for the prior month, year to date and life to date);
5. Number of complaints/compliments received (monthly), how resolved, and any changes to be made;
6. Vehicle collisions/incidents (daily, reported immediately to the Town of Kernersville's Contracting Officer); and
7. Riders (by trip, boarding, on a daily basis). Passenger alightings and passenger survey distribution as requested by the Town of Kernersville.

4.12.4 Passenger Complaints

The Town of Kernersville places great importance upon the timely and thorough resolution of passenger complaints. The Service Provider is required to maintain a log of complaints received as well as action to investigate and resolve the issue. Such reports will be made monthly in a format acceptable to the Town of Kernersville. The reports will be submitted with monthly invoices.

4.12.5 Collision/Incident Report

The Service Provider shall notify the Town of Kernersville of any of the following collisions/incidents:

1. Collisions between a Service Provider vehicle and another vehicle, person or object;
2. Single vehicle collisions or incidents;
3. Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle;
4. Disturbances, fainting, sickness, deaths or assaults;
5. Collisions the driver witnesses;
6. Vandalism to the vehicle while in service;
7. Passenger complaints of injury or property damage or other circumstances likely to result in the filing of claims against the Service Provider or the Town of Kernersville; and
8. Any passenger, driver, supervisor, and service complaint that arises from a collision. If the collision/incident involves injuries or extensive property damage, the Town of Kernersville shall be notified immediately (regardless of hour or day).

4.12.6 National Transit Database and NCDOT Reporting

The Town of Kernersville is required to submit monthly and annual reports for the National Transit Database (NTD). The Service Provider, at the direction of the Town of Kernersville, shall be responsible for collection of FTA NTD and North Carolina Department of Transportation (NCDOT) related data and other pertinent information. The Service Provider shall prepare and submit on a schedule to be determined (but not more than monthly) NTD reports consistent with FTA's specifications to the Town of Kernersville as required.

All required data reporting shall be provided to the Town of Kernersville at the end of the fifth working day following the end of each previous month. This specifically relates to ridership data for the month so it may be reported to the Town of Kernersville Board of Alderman at their monthly meeting. Any failure to comply with the required NTD and FTA reporting needs of the Town of Kernersville will place the Town of Kernersville in a situation of non-compliance. Any such citation of state and federal non-compliance placed upon the Town of Kernersville as a result of the Service Provider's failure to comply will result in liquidated damages and reduction of payment to the Service Provider.

4.13 Insurance Requirements

At a minimum, the Service Provider must have the following insurance requirements:

1. General Liability: \$2,000,000 Single to include Sexual Abuse/Molestation with limits no less than \$300,000;
2. Automobile: \$1,000,000;
3. Worker's Compensation: Statutory Limits Employer's Liability of \$1,000,000; and

4. Umbrella: \$5,000,000.

The Town of Kernersville must also be listed as an additional insured with respect to General Liability and Automobile. The insurance company providing the coverage must be licensed to do business within the State of North Carolina and shall have a rating of not less than "A" by A.M. Best. Loss run documentation shall be provided to the Town of Kernersville on an annual basis or as otherwise requested by the Town of Kernersville.

The Town of Kernersville shall be given a Certificate of Insurance from the insuring company showing the insurance coverage and cost for each coverage.

4.14 Lost and Found

The Service Provider will maintain a "Lost and Found" storage area and assist patrons in reclaiming such items. After 30 days, unclaimed items shall be turned over to the Town of Kernersville. Records and receipts of items held and returned will be in a format acceptable to the Town of Kernersville.

5 PROCUREMENT ELEMENTS

5.1 Contacts and Communications

The designated Town of Kernersville representative and RFP Administrator for questions relating to this Request for Proposals is Debi Grant. Proposers must deliver all communications in connection with this RFP by email to the RFP Administrator without copying any other the Town of Kernersville officer, employee, representative, agent, or consultant.

5.2 Evaluation Committee

The Town of Kernersville will establish an Evaluation Committee, chaired by the Town of Kernersville Finance Director, or his designee, responsible for reviewing, evaluating, and scoring all Proposals. The Evaluation Committee may utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

5.3 Contract Terms

The Service Provider selected under this RFP will enter into a contract with the Town of Kernersville to operate public transportation services for a one (1)-year Base Contract Term, with an option for four (4) additional years, exercisable in one (1) year increments. The Town of Kernersville will compensate the selected Service Provider based on a Rate Per Revenue Hour by service type for the Revenue Hours actually operated to cover the Service Provider's costs each month. The Town of Kernersville will negotiate prices for the option years at the time of exercise.

The Agreement resulting from this RFP between the Town of Kernersville and the Service Provider shall prohibit the assigning, subletting, or transferring the Agreement or any rights under or interest in the Agreement without the written consent of the Town of Kernersville.

Any unforeseen service reductions placed upon the Service Provider in excess of 10% per budgetary year will constitute the ability to negotiate a new hourly rate by the Service Provider to the Town of Kernersville.

5.4 Questions

All prospective Proposers shall submit any request for addenda, amendments to, or clarification or modification of this RFP by email to the Town of Kernersville's Contracting Officer by 4:00 PM, October 15, 2020. The Town of Kernersville's RFP Administrator will make a determination and provide a response to each request made by a Proposer pursuant to this procedure. The Town of Kernersville will furnish a written response to all Prospective Proposers. The Town of Kernersville reserves the right to issue written addendum to this RFP to all Prospective Proposers. The Town of Kernersville may change any oral interpretations, responses, or clarifications to this RFP made by any the Town of Kernersville employee or other representative at any time. Proposers are required to acknowledge receipt of addenda in writing in their letter of transmittal.

5.5 Submission of Proposals

Proposers understand and agree that submittal of a Proposal will constitute acknowledgement and acceptance of, and a binding offer to comply with all the terms, conditions, and criteria contained in this RFP. All parts of the submitted Proposal may become part of any subsequent contract between the selected Contractor and the Town of Kernersville. False, incomplete, or unresponsive statements in connection with a Proposal, failure to adhere to the instructions in this RFP, or failure to provide all of the submittals required may be sufficient cause for rejection of the Proposal. The evaluation and determination of the fulfillment of this requirement will be the Town of Kernersville's responsibility and its judgment will be final. A Proposal found to be technically unacceptable will not be subject to evaluation.

Proposals shall provide a straightforward, concise delineation of the Proposer's capability to satisfy the requirements of this RFP. Each Proposal shall be submitted in the requested format and provide all pertinent information, and submittals, including but not limited to information relating to price, capability, experience, financial resources, management structure and key personnel, and other information as required by this RFP. Proposer shall furnish a price for all items on the Proposal Price Format and failure to do so will render the Proposers price proposal invalid and may cause its rejection.

All prospective Proposers shall submit all Proposals to the Town of Kernersville's Contracting Officer. The Town of Kernersville must receive all Proposals no later than 4:00 PM, on November 2, 2020, and will time-stamp Proposals upon receipt. The Town of Kernersville will

consider Proposals timed stamped after 4:00 PM late, will not accept the Proposals, and will return late Proposals unopened to the Proposer.

6 PROPOSAL CONTENTS

All Proposals must follow the exact order and format prescribed in this RFP. The Town of Kernersville reserves the right to reject Proposals that fail to comply with any RFP requirements as non-responsive. The Town of Kernersville must receive the following items:

1. Five (5) copies of the Qualifications Proposal;
2. One (1) Sealed Envelope with five (5) copies of the Price Proposal; and
3. One (1) Memory stick or Digital CD with electronic copies of the Qualifications and Price Proposals.

6.1 Qualifications Proposal

6.1.1 Letter of Transmittal

Each Proposer shall provide a letter of transmittal signed by an authorized representative of the firm and addressed to the Town of Kernersville's Contracting Officer, including the following:

1. Identification of the proposing firm(s), including name, address, email, and telephone number.
2. Identification of a designated contact(s), with name, title, telephone number, address, and email, who is authorized to address issues and negotiate with the Town of Kernersville on the Proposer's behalf in connection with this RFP, the Project, and the Agreement (including the price), and to bind the Proposer on all matters relating to the RFP and the Agreement.
3. A statement that the Proposal (including the price) shall remain valid for a period of not less than ninety (90) days from the Proposal due date, unless otherwise agreed to by the Town of Kernersville and the Proposer. The Town of Kernersville may extend the bid period at any point through written notification.
4. A statement and acknowledgement by the Proposer that the Proposal constitutes a binding offer to supply public transportation services in accordance with the terms of the RFP and the Agreement, and that the Proposer agrees to provide all the services on these terms if selected by the Town of Kernersville.
5. A statement and acknowledgement by the Proposer that it understands and will comply with all applicable Federal, State, and local laws, regulations, and requirements.
6. Acknowledgement of any RFP addenda receipt.

6.1.2 Evidence of Good Standing

Each Proposer shall provide evidence of good standing and authorized execution, including the

following:

1. The Proposer shall provide evidence that it is in good standing in the State of its incorporation/ organization and that it is qualified to do business in the State of North Carolina; and
2. If the Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body authorization to submit the Proposal and enter into and bind the Proposer to the Agreement.

6.1.3 References

This section should provide a listing of three (3) public or non-profit entities, for which the Proposer or its corporate predecessor has provided service since 2018, including the following:

1. The particular services rendered;
2. The fleet size operated (whether agency provided or contractor owned);
3. Workforce size;
4. Any assets provided by the contractor; and
5. The current status of the Proposer's involvement in those services.

This listing should include examples of each public transportation service type covered by this RFP. The list shall include each entity's name, address, and current contact persons with email addresses and telephone numbers. The Contracting Officer may contact any entity/person listed for use as a reference, and may obtain statistical information regarding a Proposer's past performance for purposes of the evaluation process. All references must be government or non-profit. The Town of Kernersville cannot serve as a reference.

6.1.4 Past Performance

Each Proposer shall submit the information set forth below regarding past performance, activities, and projects. The information shall cover the five (5)-year period prior to the date of the Proposal, including the following:

1. Information concerning any instance of where the Proposer or a team member was debarred, disqualified, or removed from a federal, state, or local government public transportation project.
2. Any instance where the Proposer or a team member submitted a bid or Proposal on a public transportation project and the awarding body rejected the submittal because it failed to address all the RFP requirements or identified the Proposer as non-responsive.
3. Any instance where the Proposer or a team member defaulted on a public transportation contract.
4. Information concerning the bankruptcy or receivership of the Proposer or a team member.
5. Information concerning all adverse claims, arbitrations, lawsuits, or other disputes

(including any settlement thereof) between the owner or a public transportation project and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds three hundred thousand dollars (\$300,000).

6.1.5 Requirements and Certifications

Each Proposer will provide all requirements and certifications in Section 12. Each Proposer must include the following documentation with their proposal (Attachments A1).

1. Attachments A1; submitted as instructed

6.1.6 Key Personnel and Management

This section should provide an explanation of the Proposer's management structure, key personnel for the services, and organizational chart, including the following:

1. An identification of the proposed Manager and other key personnel describing their qualifications for each position. Include at least two business references per key personnel, including the reference's title, contact number, and email address.
2. An explanation of the Proposer's management team for this project and the relationship to the Proposer's overall corporate structure.
3. A description of the project team's experience working together on similar work.
4. A commitment that the key personnel identified in the Proposal shall be present during the transition and at the start-up of work and during the first year of service. The Town of Kernersville must approve any key personnel changes, upon review of an updated qualifications proposal, during the first year of service. Failure to receive Town of Kernersville approval for key personnel changes may result in contract suspension or financial penalties/liquidated damages.

6.1.7 Management Approach

This section should include a statement explaining and documenting the Proposer's ability to perform the scope of work set forth in this RFP, including the following:

1. A description of the Proposer's experience in starting up and transitioning to a contracted operation;
2. The Proposer's operations capability;
3. The Proposer's methods and resources to perform the services described in this RFP; and
4. The Proposer's experience in time proven as well as state-of-the-art transit management techniques, including use of performance monitoring systems and software.

This section should include any strategies or concepts the Proposer may have for enhancing

service quality, reducing costs, or otherwise improving the productivity and performance of the services provided, and if applicable, should also describe how the Proposer has assisted other public transit agencies in solving service related and budgetary problems and challenges. Recommend other strategies for deadhead reduction and productivity improvements. This section should also include a plan for reporting operating and management data to the Town of Kernersville on a regular basis, including an identification of appropriate data, level of detail, and frequency of reporting.

6.1.8 Transition and Start-up Plan

This section should provide a description of the Proposer's plan to transition into responsibility for the services, to assure a smooth start-up, to hire and train employees, and to assure that it is ready to assume responsibility for Transit Service by the Commencement Date. This section should identify the specific issues that the Proposer will address in the transition and the Proposer's plan for addressing those issues, and a schedule of specific start-up activities. This section should also address the Proposer's plan for managing maintenance work with the Proposer's fleet vehicles.

6.1.9 Staffing and Personnel Plan

This section should provide a Staffing and Personnel Plan including, at a minimum, hiring, and promotion policies and practices; an organizational chart; written standards of conduct and performance required of employees; standards and criteria for employment; and management approach and techniques. The Plan should also include the following:

1. The estimated number of employees required to complete the term of the Contract, by job and year, with the functions and responsibilities of each job category.
2. The assumptions for annual hours of work (excluding vacation, sick and other leave time) for each job category or classification of employee.
3. A description of the Supervisor levels of supervision and the expected job responsibilities.
4. A description of the Proposer's approach for providing opportunities for employee advancement, for providing adequate compensation and benefits, for rewarding quality job performance, and for promoting the retention of employees and the preservation of a stable workforce.

6.1.10 Training Program

This section should provide a proposed training program for training of vehicle operators, dispatchers, technical support, and supervisory personnel, including the following:

1. A description of the number of hours of training and frequency for each classification of employee specified by the course content and type of training proposed.
2. A description of the specific training that will be provided for vehicle operators on

system routes, safe driving practices, and customer service, as well as the scope and hours of refresher training for accident prevention and the scope and hours of retraining following vehicle accidents.

3. A description of the proposed training on the proper operation of all Proposer vehicles and equipment.
4. A description of the proposed training on the proper security, emergency response, and preparedness procedures.
5. A description of the Proposer's plan to assure that training will be fully adequate in scope and content throughout the contract term.

6.1.11 Operating Plan

This section shall describe the Proposer's plan and procedures for vehicle operations, office and field supervision, dispatching, response to in-service vehicle breakdowns, and other service disruptions. This section should include the following:

1. A description of the proposed weekly operating cycle.
2. A description of the proposed scheduling, deployment, and mark-up process.
3. A description of the Proposer's service quality monitoring program, addressing matters such as how on-time performance and trip completion will be tracked and reported, and how operator service provision quality will be checked (e.g. ride checks).
4. A description of the process to regularly and fully report and discuss performance data, using performance monitoring system and software, with the Town of Kernersville. These regularly scheduled coordination meetings with the Town of Kernersville will include discussions to increase efficiency or improve service delivery.
5. A description of the process to respond to breakdowns, accidents, late service, emergencies, and other service disruptions, and to ensure on time performance.
6. A sample Driver Handbook that describes performance expectations and disciplinary procedures.
7. A description of the Proposer's approach to coordinate maintenance, pre- and post-trip inspections, and In- Service Road Failures.
8. A description of the Proposer's approach to coordinate fueling and cleaning process, including daily fueling procedures, daily, weekly, and monthly interior and exterior cleaning schedules, with the Town of Kernersville.

6.1.12 Safety and Security Program

This section should provide a Safety and Security Program that complies with all applicable federal regulations of the Occupational Health and Safety Administration, Department of Homeland Security, Department of Transportation, and any other applicable federal, state or local safety/security laws, regulations, rules, codes, or orders. This program should specifically address the safety of employees, passengers, vehicles and equipment, and will include the following:

1. A plan for operational safety (with and without passengers aboard), traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities.
2. A detailed description of the proposed accident investigation process, accident notification communication tree, customer injury claim process, and follow-up process.
3. An identification of the staff position dedicated to system security, emergency preparedness, implementation of the Emergency Management Program security awareness, and implementation of any other safety, security, or emergency requirements.

The Service Provider's program for safety of employees, passengers, vehicles and equipment shall be implemented by and the responsibility of the Service Provider.

6.2 Price Proposal

Proposers shall provide a complete Price Proposal using the format identified in the RFP for each of the years in the two (2) years for a fixed cost. The Town of Kernersville will negotiate the compensation amount for the future years at the time of exercise, but the increase is limited to the Town of Kernersville Board of Alderman approval and justification by the Service Provider for any increase of the amount paid in the prior year. The Town of Kernersville will not reimburse any pre-contract expenses incurred by Proposers in the preparation of their Proposals. Proposers shall not include any such expenses as part of their Proposals. The Price Proposal for this Scope of Work must include the following:

1. The total proposed price for each year of the initial two (2) years in the below format; and
2. The total projected cost per revenue hour for contract years 3-5; and
3. The cost and pricing elements that comprise the total proposed price.
4. An indication of any service or items that could be an extra cost and the basis for the cost.

Each Proposer must also provide a copy of the financial statements (including balance sheet and income statements) of the Proposer for the last two (2) years, together with the financial statements of any parent or affiliated company of the Proposer for the same two (2) year period. The financial statement must set forth the financial status of the entity or business unit that will actually perform the services under this RFP.

6.3 Proposal Acceptance and Validity

The Town of Kernersville reserves the right to accept or reject any Proposals submitted in response to this RFP, or to refuse to enter into any contract resulting from any Proposal submitted, without expense to the Town of Kernersville. The Town of Kernersville may disqualify Proposers and reject Proposals for any of (but not limited to) the following causes:

1. Failure to use the Price Proposal format supplied by the Town of Kernersville;
2. Lack of signature by an authorized representative on the Proposal;
3. Failure to properly complete the Proposal and required signatory pages;
4. Evidence of a conflict of interest; or
5. Evidence of collusion among Proposers.

Each Proposal constitutes a binding offer to provide the services specified in this RFP, in accordance with the terms and conditions herein. Proposals are subject to negotiation at the discretion of the Town of Kernersville. Upon agreement on final terms, the parties shall promptly execute the final contract documents. The Agreement shall bind the Proposer to furnish and deliver at the price proposed and in accordance with conditions of the accepted Proposal and this RFP, as negotiated. If the Town of Kernersville selects a Proposer for contract award and the Proposer does not honor its binding offer, the Town of Kernersville may pursue any remedy permitted by law and will execute condemnation of the bid bond. All elements of the Proposal, including the price, shall remain valid for a period of not less than ninety (90) days from the Proposal due date, unless otherwise agreed to by the Town of Kernersville and the Proposer. The Town of Kernersville may extend the proposal period at any point through written notification.

7 PROPOSAL REVIEW

7.1 Initial Review

The Evaluation Committee will review and evaluate the Transmittal Letter, Evidence of Good Standing, and Requirements and Certifications on a pass/fail basis. The Evaluation Committee will identify Proposals as “non-responsive” if they are incomplete or do not provide the required information. The Town of Kernersville will not review, evaluate, or score non-responsive Proposals. The Town of Kernersville will notify Proposers in writing if their Proposal is identified as non-responsive. Minor informalities, irregularities, and apparent clerical mistakes or minor omissions in the Proposal unrelated to the technical qualifications content of the Proposal, will not be the basis for finding a Proposal to be non-responsive, if corrected promptly by the Proposer. The Town of Kernersville may notify a Proposer of such a minor irregularity following the initial review under this section. The Evaluation Committee will evaluate all Acceptable Proposals and may contact any of a Proposer’s client references to discuss the Proposer’s qualifications and past performance. The results of any such reference checks may be considered in the evaluation and scoring of Proposals.

The Town of Kernersville reserves the right to select for Contract Award the most qualified proposer, based on the evaluation of the initial Proposals as submitted, without interviews or discussions, or establishment of a competitive range. If the Town of Kernersville receives only one Proposal that meets the requirements of this RFP, the Town of Kernersville may negotiate a Contract with that single Proposer, and may award a Contract to that Proposer. In that

event, the Town of Kernersville may request information from the Proposer to enable the Town of Kernersville to perform a cost/price analysis, evaluation, and audit of the proposed price.

7.2 Competitive Range

The Town of Kernersville may establish a competitive range for the Proposals based on evaluation and review of qualifications and price. The Contracting Officer will notify Proposers in writing if a competitive range is established and whether or not they are within the range.

7.3 Best and Final Offers

The Town of Kernersville may elect to conduct interviews with all Proposers in the competitive range. Interviews may include a presentation by the Proposer, followed by questions, and any requests for clarification of a Proposal or advice from the Town of Kernersville on how a Proposal may be improved. Proposers may comment on any the Town of Kernersville requests for revisions. Proposers should be prepared to fully explain and justify Price Proposals, including the assumptions or models they used to develop costs. At the conclusion of the interview process, Proposers in the competitive range must submit a BAFO, if requested. The BAFO must respond to and fully address all issues, concerns, deficiencies, and questions that arose during the interview process, and should submit the most cost-effective Price Proposals feasible. If a competitive range is not established, the Evaluation Committee will evaluate and score the acceptable Proposals and determine the highest ranked Proposal and will make its recommendation for contract award to the Town of Kernersville Board of Alderman.

8 PROPOSAL EVALUATION

The Town of Kernersville will evaluate proposals based on:

1. The technical qualifications, representing sixty-five percent (65%) of the total score; and
2. The price proposal, representing thirty-five percent (35%) of the total score.

8.1 Operations Capability: 20 Points

The Town of Kernersville will evaluate the Proposer's operations capability, approach, and plans:

1. The overall quality of the Proposer's Operating Plan, including the proposed operating procedures; On-Time Performance recommendations; approach to employee and vehicle scheduling, deployment, dispatching, supervision, customer service, and emergency contingencies and response; the contents of the Proposer's service quality monitoring program; and the approach to providing regular and accurate reporting of performance data: **15 points**

2. The quality and completeness of the Proposer's Safety and Security Program, including whether the Program reflects a clear understanding of federal and state requirements: **5 points**

8.2 Key Personnel, Management Team, and Staffing and Training Plans: 20 Points

The Town of Kernersville will evaluate the personnel related elements of the Proposer's submittal:

1. The qualifications, experience and credentials of the Key Personnel, projected availability of key personnel; any record of the team working together on similar projects; and the quality of the Proposer's overall management organization and team: **10 Points**
2. The quality of the Proposer's Staffing and Personnel Plan, including the Proposer's employee hiring and recruitment programs, as well as the Proposer's plans for workforce stability and employee advancement: **5 Points**
3. The quality and completeness of the Proposer's Training Plan: **5 Points**

8.3 Project Experience and References: 15 Points

The Town of Kernersville will evaluate the Proposer's experience in providing operations services:

1. Demonstrated experience by the Proposer in successful transit service operation, including a description of how the Proposer has helped an agency or agencies solve service-related and budgetary challenges and problems, such as through service restructuring: **5 Points**
2. Successful transition and start-up and operation experience for comparable transit systems: **5 Points**
3. The Proposer's record of performance on prior projects and information obtained on the Proposer's past performance through contacts with client references, including any statistical information obtained on matters such as On-Time Performance, passenger complaints, and safety of operations: **5 Points**

8.4 Transition and Start-up Plan: 5 Points

The Town of Kernersville will evaluate the quality and completeness of the Proposer's Transition and Start-up Plan, including the proposed tasks, approach and resources for Transition and Start-up, and the proposed transition schedule: **5 Points**

8.5 Financial Capacity: 5 Points

The Town of Kernersville will evaluate the Proposer's overall financial condition and capacity, including an assessment of any financial risks or contingent liabilities currently facing the

Proposer or anticipated; the extent of its financial strength and resources; and its solvency ratios (current, quick, debt-to-equity). The Town of Kernersville reserves the right to consider outside reporting services and related information for purposes of evaluating a Proposer's financial condition. **5 Points**

8.6 Price Proposal: 35 Points

The Town of Kernersville will score the Price Proposal based on the total contract price proposed, which is the sum of the annual prices for the initial two (2) year period. The Proposer with the lowest total price will receive the maximum number of points available, thirty-five (35). The other Proposers will receive points based on a ratio of their price to the lowest price.

The following is an example of the scoring of price proposals:

1. Proposer A proposes a price of \$1,500; and
2. Proposer B proposes a price of \$1,800; and
3. Proposer C proposes a price of \$2,300.

The resulting points are as follows:

1. Proposer A: $\$1,500 \div \$1,500 \times 35 \text{ points} = 35 \text{ points}$;
2. Proposer B: $\$1,500 \div \$1,800 \times 35 \text{ points} = 29 \text{ points}$; and
3. Proposer C: $\$1,500 \div \$2,300 \times 35 \text{ points} = 23 \text{ points}$.

9 AWARD AND CONTRACT

9.1 Post Selection Negotiations

The Town of Kernersville will negotiate with the highest ranked Proposer to develop an executable Agreement and may request changes to Proposer's submittal. In the event the Town of Kernersville is unable to negotiate a satisfactory agreement with the highest ranked Proposer one week after the notice of selection, the Town of Kernersville may terminate negotiations and undertake negotiations with the second highest ranked Proposer.

9.2 Notice of Award

The Notice of Award will not only advise the Service Provider of the award recommendation but will also deliver the agreement for execution. The Service Provider shall execute and deliver to the Town of Kernersville the Agreement with an original signature of the Service Provider's authorized representative to the Town of Kernersville, with the following required documents:

1. The insurance certificates;
2. The designation of the Service Provider's Key Personnel; and
3. The Service Provider's organizational chart.

9.3 Notice to Proceed

The Town of Kernersville will issue a Notice to Proceed (NTP) to the Service Provider following the Town of Kernersville Board of Alderman approval of the agreement, receipt of the signed Agreement and required documents. The NTP will identify the mobilization period, including implementation of the Transition and Start-up process, and Commencement Date.

10 CONFLICTS OF INTEREST

No employee, officer or agent of the Town of Kernersville shall participate in the selection or in the award of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any Proposing firm:

1. The employee, or an officer or agent of the employee;
2. Any member of the employee's immediate family;
3. The employee's business partner; or
4. An organization which employs, or is about to employ any of the above.

10.1 Gratuities

The Town of Kernersville's officers, employees, and agents cannot solicit nor accept gratuities, favors, or anything of monetary value from Proposers or other parties with an interest in the selection of the award of the Contract.

10.2 Town of Kernersville Employees

The Town of Kernersville seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current or former Town of Kernersville employees in transactions with the Town of Kernersville. All Proposers, vendors, or contractors who anticipate contracting with the Town of Kernersville must identify, in their Proposal submission, any current Town of Kernersville employees or former Town of Kernersville employees (who had left the Town of Kernersville employment within a year preceding the issuance of this RFP) involved in the preparation of their Proposal or the anticipated performance of work or services if awarded the Contract.

10.3 Organizational

Prior to entering into the Contract, the Service Provider is required to inform the Town of Kernersville of any real or apparent organizational conflict of interest. Such organizational conflict of interest would exist if the nature of the work under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Service Provider, or may affect the Service Provider's objectivity in performing the Contract work.

10.4 Lobbying

During the period beginning with the advertisement and distribution of the RFP and ending with contract execution, no Prospective Proposer is allowed to communicate with any Town of Kernersville staff, employees, consultants, or agents regarding this RFP, excluding:

1. Communications with the Town of Kernersville's Contracting Officer; and
2. Communications that are in response to inquiries initiated by the Town of Kernersville.

Nothing in this section shall preclude a Prospective Proposer from contacting a Town of Kernersville employee for purposes of discussing future employment opportunities should that firm be selected as the Contractor, but the Prospective Proposer shall notify the Town of Kernersville Contracting Officer by e-mail of all such contacts with Town of Kernersville employees. The Contractor shall not, in any discussion with a Town of Kernersville employee, address any substantive or procedural matter relating to this RFP, the evaluation or selection process hereunder, or Contract award. Any Town of Kernersville employee who engages in a discussion with a Prospective Proposer regarding future employment shall be recused from any involvement whatsoever in any aspect of the procurement process under this RFP.

10.5 Collusion

Any evidence of agreement or collusion among Proposers will render the Proposals of such Proposers void. Advance disclosures of any information to any particular Proposer, which gives that particular Proposer any advantage over any other interested Proposer, in advance of the opening, made or permitted by an employee or representative thereof, will operate to void all Proposals of that particular bid, solicitation or request.

11 PROPOSAL PROTEST PROCEDURES

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this Request for Proposal (RFP).

Proposals may be protested to the Town of Kernersville for any proposal solicited. All protests must be in the form of writing and must be delivered to the Town of Kernersville's Town Manager no later than five days prior to the award by the Town of Kernersville's Board of Alderman.

The procedure shall be as follows:

1. The protester (offeror) who protests a proposal will deliver a written statement to the Town of Kernersville Town Manager outlining the reason for the protest no later than three (3) days prior to award or issuance of a contract. The protest must contain the following information;

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

- i. The name, address, and telephone number of the protestor.
 - ii. Identity of the RFP.
 - iii. A statement of the specific grounds for protest and any supporting documentation.
 - iv. An indication of the ruling or relief desired from the Town of Kernersville
2. The Executive Assistant to the Town Manager will inform the Town Manager that a formal protest has been received;
3. The Executive Assistant to the Town Manager will review the formal protest for merit and also any other justification for not awarding to the recommended vendor;
4. The Town Manager may review the case at this point but may choose to delegate this responsibility. The Town Manager may request a protest meeting of all parties, including the protester, to review the matter within 48 hours of the time the protest was first received by the Town of Kernersville.
5. The Town Manager and his advisors will make a final determination concerning the protest after a complete review of the data and interviews with the protester;
6. The protester is notified, in writing, the decision of the Town Manager. Either party may request a formal meeting at this time. Should such a meeting occur it will be conducted within 48 hours and the protester shall be available to meet and discuss any items.
7. If the protester is not satisfied with this decision, the protester may now protest the award to the Kernersville Board of Alderman after notifying the Town Manager. The notification must be in writing and delivered to the Town Manager's office. The Kernersville Board of Alderman will convene for a special called meeting within 3 working days to attempt a resolution.
8. The Kernersville Board of Alderman will consider the protest at their special called meeting;
9. The protester will appear before Kernersville Board of Alderman and present his protest and arguments; and
10. The Kernersville Board of Alderman will consider the protester's argument and make a decision by voting on the protest. The decision of the Kernersville Board of Alderman concerning the protest is final.
11. Confidentiality of Protestor: Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester considers that the protest contains proprietary material, which should be withheld, a statement advising of this fact must be affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears.
12. Federal Transit Administration (FTA) Involvement

Where the FTA funds procurement, the protestor may protest to the FTA only where the protest alleges that the Town of Kernersville failed to have or adhere to its protest procedures. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

Bids may be protested to the Town of Kernersville for any bid solicited. All protests must be in the form of writing and must be delivered to the Town Manager prior to the award by the Board of Alderman.

The procedure shall be as follows:

1. The protester (offeror) who protests a bid will deliver a written statement to the Town Manager outlining the reason for the protest prior to award or issuance of a contract;
2. The Executive Assistant to the Town Manager will inform the Town Manager that a formal protest has been received;
3. The Executive Assistant to the Town Manager will review the formal protest for merit and also any other justification for not awarding to the recommended vendor;
4. The Town of Kernersville Manager may review the case at this point but may choose to delegate this responsibility. The Town Manager may request a protest meeting of all parties, including the protester, to review the matter within 48 hours of the time the protest was first received by the Town of Kernersville.
5. The Town Manager and his advisors will make a final determination concerning the protest after a complete review of the data and interviews with the protester;
6. The protester is notified, in writing, the decision of the Town Manager. Either party may request a formal meeting at this time. Should such a meeting occur it will be conducted within 48 hours and the protestor shall be available to meet and discuss any items.
7. If the protester is not satisfied with this decision, the protester may now protest the award to the Town of Kernersville Board of Alderman after notifying the Town Manager. The notification must be in writing and delivered to the Town Manager's office. The Board of Alderman will convene for a special called meeting within 3 working days to attempt a resolution.
8. The Board will consider the protest at their special called meeting;
9. The protester will appear before the Board of Alderman and present his protest and arguments;
10. The Board of Alderman will consider the protester's argument and make a decision by voting on the protest. The decision of the Board concerning the protest is final.
11. By submitting a proposal in response to this RFP, the proposer agrees that any protests of the contract shall be submitted to and handled by binding arbitration.

12 REQUIREMENTS AND CERTIFICATIONS

This project and/or the operating subsidy or capital used for operations will be funded in part by the FTA and as such it is the responsibility of both the Town of Kernersville and the Service Provider to adhere to all of the rules, regulations, and laws associated with these agencies.

The following items must be recognized in order for a contract to be entered into between the Town of Kernersville and the Service Provider.

Attachment A - 1

Liquidated Damages for Failure to Perform

The Town of Kernersville and the Contractor (i.e. Service Provider) acknowledges and agrees that the Town of Kernersville may incur damages if the Contractor fails to meet the requirements set forth in the RFP. The Town of Kernersville and the Contractor agree that the Town of Kernersville will incur damages if the Company fails to perform the Services. The parties further acknowledge and agree that the damages, which might be reasonably anticipated to accrue as a result of failure to meet one or more of the above, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth below.

The Town of Kernersville shall monitor its bus services in order to assess the performance of the Service Provider in delivering the Service. The monitoring activities shall include but not be limited to vehicle cleanliness, schedule adherence, completed vehicle trips, the on-time and accurate submission of reports, heating and air conditioning system performance, and unsatisfactory/unsafe performance by a driver. The Town of Kernersville shall maintain the right to assess liquidated damages against the Service Provider, as set forth herein, based on the Service Provider's failure to meet the established standards. These standards and liquidated damages applicable thereto shall include the following performance criteria and be assessed on the basis of spot checks or the specified number of verifiable passenger complaints in each category.

The intent of this program is to ensure high quality service, not reduce the Town of Kernersville's costs. NOTE: With the exception of inadequate staffing infractions, liquidated damages shall be waived for the first 90 days of in-service operation for any new Contractor, assuming the Contractor has made a good faith effort to affect a smooth transition and start-up.

Waiving Damages - the Town of Kernersville reserves the right to waive the imposition of liquidated damages at its discretion. Waiver or failure to assess liquidated damages in any circumstance does not negate or abridge the Town of Kernersville's right to assess such damages in the future for the same infraction or infractions of the Contract for which the Town of Kernersville previously waived or failed to assess such damages. This provision shall not abridge or affect any other remedy, which the Town of Kernersville may have for any damages, which the Town of Kernersville may incur in consequence of the failure of the Service Provider to perform in accordance with contract specifications.

Earn back of Liquidated Damages – In the event liquidated damages are imposed by the Town of Kernersville, then the Service Provider may have the right to recover, at the discretion of the Town of Kernersville, any sums assessed against it as liquidated damages by demonstrating either:

Incorrect Assessment - The Service Provider had met the applicable service standard and/or that the Service had been delivered in accordance with the Contract.

Beyond Service Provider's Control – The event which resulted in a liquidated damage assessment was caused by or attributable to mitigating circumstances beyond the Service Provider's control. The Service Provider shall not be held responsible for failure to provide on-time service due to accidents, unusual weather or traffic conditions, unavoidable vehicle malfunctions (such as flat tires due to unavoidable road hazards), or naturally occurring disasters, if sufficient documentation is provided to the Town of Kernersville.

Concerns – Service Provider shall cooperate with the Town of Kernersville to fully explore any concerns regarding Service and performance standards. In its evaluation of liquidated damage assessment, the Town of Kernersville will consider the Service Provider's efforts to complete the following:

Correction Plans – The Service Provider may complete written corrective plans for corrective action. Deadlines for corrective action will be established based on what is considered by the Town of Kernersville to be an acceptable amount of time.

Dispute - In the event of a dispute over the assessment of liquidated damages, any amount of the monthly billing not in dispute shall be made according to normal payment terms.

Liquidated Damage Basis - Notwithstanding the above, the Town of Kernersville shall impose liquidated damages on the following basis:

All liquidated damage assessments will be made based upon either: one (1) the Town of Kernersville staff or agent observation, or two (2) reports/complaints regarding the same infraction by riders, the general public or Service Provider notification.

Adherence to Schedule - The Service Provider shall strive to maintain on-time performance and every reasonable effort is expected to be made by the Service Provider to operate on schedule. Operational difficulties that result in missed trips or vehicles not operating as required by the RFP must be reported immediately to the Town of Kernersville.

The Town of Kernersville understands that frequently, the Service Provider often has little control over the variable traffic conditions. The Town of Kernersville will focus schedule adherence monitoring efforts on beginning routes/runs on time; and not leaving scheduled stops (pick up points) early.

However, for all Services, liquidated damages will be assessed for other schedule adherence performance failures due to:

- Drivers being inadequately trained (resulting in unnecessarily slow operation or getting lost);
- Vehicles being improperly maintained (resulting in breakdowns);
- Vehicles being refueled while in service;
- Relief driver tardiness.

*RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT
SERVICES*

Please note that the Town of Kernersville's bus service monitors will obtain the correct time from www.time.gov. It is expected that the Service Provider's drivers, dispatchers and other supervisory personnel will synchronize their watches accordingly.

Liquidated damages shall be imposed if the Service Provider does not meet the following general schedule adherence standards.

Early Trip - If a service trip departs in advance of the scheduled departure time at any designated time point, or any scheduled bus stop (boarding location) the liquidated damages shall be three hundred dollars (\$300) per occurrence.

Late Trip >5 Minutes, <15 Minutes - If a service trip departs more than five (5) minutes, but less than fifteen (15) minutes following the scheduled departure time at any designated time point, the liquidated damages shall be fifty dollars (\$50) per occurrence.

Late Trip >15 Minutes - If a service trip departs more than fifteen (15) minutes following the scheduled departure time at any designated time point, the liquidated damages shall be one hundred and fifty dollars (\$150) per occurrence.

Incomplete Trips - If a service trip is not completed in its entirety, the trip shall be considered a Missed Trip and subject to liquidated damages of three hundred dollars (\$300).

Missed Trip - If the Service Provider fails to operate a trip, liquidated damages will be assessed in the amount of three hundred dollars (\$300) per occurrence.

PERSONNEL/DUTIES

Uniforms/Grooming - If any Service Provider employee fails to comply with the Town of Kernersville's policies regarding appearance, uniforms or grooming, the liquidated damages will be fifty dollars (\$50) per occurrence.

Proper Destination Signs – For failing to show the proper vehicle message sign(s), including front, side, and rear signs, the liquidated damages will be one hundred dollars (\$100) per occurrence.

Driver Unsafe Operation of Vehicles - Unsafe operation of a vehicle will result in three hundred dollars (\$300) in liquidated damages per occurrence.

Reporting

Late/Inaccurate Reports - If the Service Provider fails to comply with the Town of Kernersville's reporting requirements either by submitting reports after the due date and time or by submitting inaccurate reports, the liquidated damages will be fifty dollars (\$50) for each

day the report is overdue.

Accident/Incident Reporting - If Service Provider fails to report an accident or incident according to the Town of Kernersville's requirements the liquidated damages will be fifty dollars (\$50) for the first occurrence, one hundred dollars (\$100) for the second occurrence and two hundred and fifty dollars (\$250) for each occurrence thereafter during the Contract term.

Complaint/Customer Comment Reporting – If the Service Provider fails to maintain the required Passenger Comment Database, or if the Service Provider fails to report customer comments to the Town of Kernersville as required, the liquidated damages will be fifty dollars (\$50) for the first occurrence, and one hundred dollars (\$100) for the second and subsequent occurrences.

Maintenance

Observation of vehicle maintenance related infractions may be made by the Town of Kernersville staff, two (2) verifiable passenger complaints, the Town of Kernersville's agent, or a regulatory/inspection agency:

Vehicle Cleaning - If any bus fails to comply with the requirements regarding vehicle cleaning, the liquidated damages will be one hundred fifty dollars (\$150) per occurrence.

Preventive Maintenance Intervals – Preventive maintenance shall be performed according to Service Provider's preventive maintenance program submitted with the RFP, which must be approved by the Town of Kernersville prior to start of the Contract. Failure to complete preventive maintenance at the approved intervals shall result in a liquidated damage assessment of three hundred dollars (\$300) per occurrence and a fifty-dollar (\$50) liquidated damage assessment for each day the maintenance is overdue.

Vehicles Taken Out of Service – The Service Provider shall meet or exceed the standards set forth for the operation of all vehicles. The Service Provider shall maintain the vehicles so as to pass an inspection and all vehicles must be in compliance with North Carolina Standards. If any Service vehicle is shut down as a result of a failed inspection by any regulatory agency, the Town of Kernersville or an agent of the Town of Kernersville acting on the Town of Kernersville's behalf, the liquidated damages will be three hundred (\$300) per day per vehicle during the shut- down. If the North Carolina Department of Motor Vehicles, the USDOT or other regulatory agency revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings, the buses shall not operate and a three hundred dollar (\$300) per vehicle per day penalty shall be assessed until a satisfactory inspection report is obtained.

Heating and Air Conditioning Performance -If a vehicle is reported to operate without heating or air conditioning or is otherwise in violation of the heating and air conditioning standards, one hundred dollars (\$100) in liquidated damages will be assessed per incident.

RFP: KERNERSVILLE FIXED-ROUTE SENIOR / DISABILITY TRANSIT SERVICES

Vehicle Records – The Service Provider shall maintain a complete and up to date vehicle file. Failure to do so shall result in liquidated damages of fifty dollars (\$50) for each day the records are not available or updated.

Wheelchair Lifts – The Service Provider shall ensure that all vehicles in service have operating wheelchair lifts to safely load and unload wheelchair passengers. Failure to do so shall result in a liquidated damage assessment of three hundred dollars (\$300) per occurrence. Failure to cycle a wheelchair lift as part of each vehicle’s pre-trip inspection shall result in a liquidated damage assessment of one hundred dollars (\$100) per occurrence.

Graffiti – Failure to remove graffiti from vehicles according to the Town of Kernersville standards, whether interior or exterior, shall result in an assessment of liquidated damages of three hundred dollars (\$300) per occurrence.

The Liquidated Damages set forth in the Contract will not be intended to compensate the Town of Kernersville for any damages other than inconvenience. The existence or recovery of such Liquidated Damages shall not preclude the Town of Kernersville from recovering other damages which the Town of Kernersville can document as being attributable to the above-referenced failures, including but not limited to the cost of internal staff hours or amounts paid to third parties as a result of such problem or delay.

The Contractor, _____, certifies or affirms the expectations for service operated under the Town of Kernersville and acknowledges its understanding to perform services adequately to avoid any liquidated damages listed within this section.

Date

Signature of Contractor’s Authorized Official

Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this day of _____, 2020, in the State of _____

and the County of _____

Notary Public _____

My Appointment Expires _____

ATTACHMENT A

SENIOR CENTER / LIBRARY		10:10		11:20					
KERNER VILLAGE (Aldi / Dollar Tree)		10:05		11:15					
MARKET PLACE (Harris-Teeter)		10:00		11:10					
HARMON CREEK (Walmart)		9:55		11:05					
SOUTHSIDE SQUARE (Target)		9:50		11:00					
NEW MARKET PLAZA (C&H / Gabe's / Food Lion)		9:45		10:55					
ROBINWOOD 336-996-5428			9:35		10:45				
MOUNTAIN VIEW 336-993-8481			9:30		10:40				
DAVIS GARDENS 336-497-4300			9:25		10:35				
THE GARDENS AT BRADFORD VILLAGE 336-996-9811	PICK-UP'S ONLY	9:20		PICK-UP'S ONLY	10:30			DROP OFF'S ONLY	11:40
VILLAGE EAST 336-996-5491		9:15		10:25					11:35
KOERNER PLACE 336-996-9833		9:10		10:20					11:30
GATEWAY PLACE 336-992-4433		9:00		10:15					11:25
									12:25
									12:20
									12:15
									12:10
									12:05
									12:00
									11:55
									11:50
									11:45
									11:40
									11:35
									11:30
									11:25
									11:20
									11:15
									11:10
									11:05
									11:00
									10:55
									10:50
									10:45
									10:40
									10:35
									10:30
									10:25
									10:20
									10:15
									10:10
									10:05
									10:00
									9:55
									9:50
									9:45
									9:40
									9:35
									9:30
									9:25
									9:20
									9:15
									9:10
									9:05
									9:00

TUESDAY / THURSDAY SCHEDULE

Transit Service will not be available on the following holidays:

- o July 4th
- o Labor Day
- o Thanksgiving Day
- o Christmas Day
- o New Year's Day
- o Easter (Good Friday)
- o Memorial Day