



EARPDC

EAST ALABAMA REGIONAL PLANNING
& DEVELOPMENT COMMISSION

1130 Quintard Avenue Quintard Tower, Suite 300 Anniston, AL 36201

TO: Bidders

DATE: June 23, 2026

FROM: Shane Christian, Project Director

SUBJECT: Transportation Services

Attached is the Invitation to Bid for Transportation Services in Calhoun County. Submitted bids are due back no later than Thursday July 16, 2026, at 2:00 pm CST, at which time received bids shall be opened. After evaluation, it is expected that a recommendation to the Board of Directors for award will be on Wednesday, July 22, 2026. All documentation will then be sent to the Alabama Department of Transportation for final contract approval. No work shall commence before approval from the Alabama Department of Transportation.

Any addenda will be sent to all who receive a copy of the bid.

If you have any questions, please contact:

Shane Christian

P. O. Box 2186

Anniston, AL 36202

256-237-6741

shane.christian@earpdc.org

INVITATION TO BID

OPERATION AND MANAGEMENT

OF THE

**FIXED-ROUTE TRANSPORTATION SERVICES,
AMERICANS WITH DISABILITIES ACT (ADA)
PARATRANSIT TRANSPORTATION SERVICES,
THE FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5307 URBANIZED
AREA PUBLIC TRANSIT SYSTEM IN CALHOUN COUNTY,
THE FTA SECTION 5307 DEMAND RESPONSE SERVICES FOR THE
UNINCORPORATED URBANIZED AREAS OF CALHOUN COUNTY, AND THE FTA
SECTION 5311 RURAL PUBLIC TRANSPORTATION SYSTEM IN
CALHOUN COUNTY**

“Sealed Bid for Transportation Services”
Date of Issuance: June 23, 2026
Due Date: Thursday July 16, 2026 2:00 pm
EARPDC
1130 Quintard Ave Suite 300
Anniston, AL 36201

Expected Date of Award: July 22, 2026
Contract Period: October 1, 2026 - September 30, 2027

Part I GENERAL INFORMATION

The East Alabama Regional Planning and Development Commission hereafter referred to as “EARPDC” and/or “Commission”, in cooperation with the City of Anniston, City of Oxford, City of Weaver, City of Jacksonville, Town of Hobson City, and the Calhoun County Commission, hereafter referred to individually and/or collectively as “Local Governments”, is soliciting bids on a contract to continue the provision of public transportation services which includes a fixed-route service, a complimentary ADA Paratransit service, and public demand response, curb-to-curb service.

This document, for logistical purposes, is in two sections as related to services requested. The first section focuses on services of the fixed-route system, and the second focuses on the demand response services. This is one document in total. The Contract will be one document. All rules, regulations, policies, and procedures apply to all of the collective services, unless other specifically stated, and shall be adhered to by the awarded vendor. The EARPDC has tried to prevent unnecessary duplication in this document, but potential Bidders should infer nothing in the duplication of any given paragraph, sentence, or phrase. There is no more emphasis on one item than the other. The entire document is as one, all being equally important.

The purpose of this project is to provide transportation services within the Calhoun County Urbanized Area as well as the rural areas of Calhoun County, in a safe, efficient and effective manner. A description of the current routes and services is found below.

All submittals shall become property of EARPDC and the information therein will be subject to release pursuant to the US Freedom of Information Act, the Alabama Freedom of Information Act, or judicial processes.

Errors in this Document

It is the express sincerity of the East Alabama Regional Planning and Development Commission that this document be error free. However, in the event that there is a spelling error, typo, misplaced word or phrase, missing word or phrase, or any other error, the correction shall be made as soon as possible and disseminated to the mailing list and any other requested mailings. If there is an error, please bring it to the attention of the contact listed below. An error in this document does not make this document void. It is the sole judgment of EARPDC to make the determination to cancel the Invitation to Bid.

Affidavit for Business Entity/E-Verify Program

If the Bidder has 1 or more persons employed in the State of Alabama, the following Affidavit (page 7) must be completed, as required of the Beason-Hammond Taxpayer and Citizen Protection Act.

Bidder shall also provide documentation establishing enrollment in the E-Verify Program.

The Commission and Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Commission and Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Agreement with the Commission and/or State.

By signing any resulting Contract, the Contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Needs Statement

EARPDC desires a qualified vendor to continue operation and administration of the transit system. The selected vendor should be one which considers use of current resources. Expanded sources of funding, an orderliness of the transportation network, consideration of all elements of the population and their needs, and an implementation approach which is financially feasible and governmentally sound.

This need is based on qualitative and quantitative information that has been assessed by EARPDC, its various committees, and through public input.

1. Type of Contract

If a contract is entered into, it is proposed that the contract will establish a firm fixed-rate per operating hour for reimbursement of eligible expenses under the FTA Section 5307 and 5311 programs. The reimbursement rate proposed shall remain firm during the period of the contract, allowing for annual changes in rates, based on the submitted, approved bid rates, and shall encompass all charges that may be incurred in fulfilling the terms of this contract.

2. Rejection of Proposals

EARPDC reserves the right to reject any and all bids received as a result of this Invitation or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the transit system.

3. Incurring Costs

Neither the participating Local Governments nor the EARPDC are liable for any costs incurred by the bidding firms prior to issuance of the contract. However, each bidding entity should be apprized that the contents of the successful bid may become contractual obligations of the contract.

4. Joint Proposals

EARPDC recognizes the existence of interdisciplinary skills required in addressing all facets of

the bid; therefore, the EARPDC welcomes joint bids by entities in an effort to meet the requirements.

However, it is required that the bidding entity designate which organization/firm will function as the prime Contractor in all contractual arrangements, and which organizations/firms will be sub-contractor of the prime Bidder.

5. Bids

Bidders must submit a complete response to this request using the format provided in Part VI, questionnaire in Attachment E. Bids must be signed by a company officer or organization official authorized to bind the Bidder to its provisions. Bids must include a statement as to the period during which the bid remains valid. Bids must be valid for a minimum of six (6) months from the submission deadline. Each original bid must be submitted with one (1) copy to the EARPDC.

6. Oral Presentation

EARPDC may ask Bidders to make an oral presentation of their bid and/or final product. The presentations provide an opportunity for the Bidder to clarify the firm's bid to ensure mutual understanding of its contents. The EARPDC staff will schedule the presentations.

7. Response Date

To be considered, bids must arrive at the EARPDC offices on or before the date specified in the advertisement. Those received after that time will be returned unopened to the Bidder.

8. Addenda to Invitation to Bid

In the event it becomes necessary to revise any part of the bid, addenda will be provided to all Bidders who received the basic Invitation.

9. Compensation

For services performed by the respondent under any Agreement, and as full and complete compensation, therefore including all eligible expenditures made and all eligible expenses incurred by the Bidder in connection with any resulting agreement, up to the reimbursement ceiling, except as otherwise expressly provided herein, subject to and in conformity with, all provisions of any resulting agreement, the Bidder will be reimbursed on a fixed hourly cost basis based on services performed. The resulting contractor may bill the Commission not more often than monthly. (See Part IV, Section 6 and 7.)

10. Evaluation of Bids

EARPDC intends to award a contract to that firm(s) or individual(s) who best satisfy the requirements as described below and in the following chapters, as well as who have familiarity and skill with the proposed scope of work and other relevant information on the following basis:

*Documented evidence of the qualifications and experience to perform the required services;
Recent experience in transit services planning and operation, cost estimation and implementation,
and their ability to create an atmosphere/environment for successful utilization of this information;*

Proposal responsiveness to Tasks to be Performed;

Commitment to complete all elements of the contract by the agreed deadline;

Work plan;

Understanding of the area encompassed by the transportation service, its general conditions and socioeconomic description.

11. Bid Bond

All Bidders must furnish a Bid Bond on any bid of \$10,000 or more. A Bid Bond must be in the form of a bond, certified check, cashier's check, company check, irrevocable letter of credit, or any form of legal tender deemed appropriate by the Commission in the amount not to be less than 5% of the contractor's bid is not more than \$10,000.00. Bids will not be considered without an enclosed Bid Bond. The Bid Bond will be retained by the Commission until such time a contract is executed, upon which time a Performance Bond may be required of the awarded vendor. The Performance Bond is addressed in 7.0.

12. Duration of Contract

The initial contract shall be for a 1-year period beginning on October 1, 2023, ending September 30, 2024, with an option to renew the contract for two (2) additional twelve (12) month periods, for a total of 3 years.

13. Terms and Conditions

The terms and conditions of the contract are set forth in the subsequent sections of this Invitation to Bid and shall be included in the executed contract. The executed contract shall be subject to any and all regulations of the United States Department of Transportation, Federal Transit Administration and Alabama Department of Transportation.

14. Contact

If the proposing firm has any questions concerning the content of the proposal, they should contact Shane Christian, Project Director, shane.christian@earpdc.org or Heath Compton, Principal Project Coordinator, heath.compton@earpdc.org or by calling either at 256-237-6741. Questions will be accepted until July 9, 2026.

15. Schedule of Events

“Sealed Bid for Transportation Services”

Date Bid Issued:Tuesday June 23, 2026
Bids must be received before: 2:00 pm CST, Thursday July 16, 2026
Bids will be publicly opened: 2:00 pm CST, Thursday July 16, 2026
Bids expected to be awarded on: Wednesday, July 29, 2026
Contract start date:Thursday, October 1, 2026

Returns sealed bids to:

Ground Transportation or Hand Delivered:

EARPDC
c/o East Alabama Commission
Quintard Towers
1130 Quintard Avenue, Suite 300
Anniston, AL 36201

US Mail:

EARPDC
P. O. Box 2186
Anniston, AL 36202

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared

_____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

_____ (state position) for

_____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____ Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____ Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and

(b); Section 31-13-9 (h). History: New Rule: Filed December 12, 2011; effective December 12, 2011

Part II

PROJECT DESCRIPTION – FIXED ROUTE SERVICES

City of Anniston, City of Oxford, Town of Hobson City, City of Weaver

The City of Anniston is located in the southern portion of Calhoun County. It is the county seat and is part of the Calhoun Urbanized Area which also includes four other incorporated cities, Hobson City, Jacksonville, Oxford, Weaver, and portions of unincorporated Calhoun County. Hobson City is adjacent to the southwest neighborhoods of Anniston. The City of Weaver is a municipality located immediately to the northwest of the City of Anniston. The City of Oxford is located just south of the City of Anniston and geographically is situated east/west along Interstate 20.

The population of Anniston is 21,564; the population of Oxford is 22,069 (U.S. Census 2020). US Highway 431/State Highway 21, a north-south artery for the county, bisects Anniston and Oxford, connecting points north to Interstate 20, which is just south of the City of Anniston and runs along the latitude of Oxford. Access to Hobson City and the City of Weaver is through local streets.

Service Area Description

The service area is currently limited to the incorporated areas of Anniston, Oxford, Hobson City, and Weaver, which encompasses approximately 45 square miles within the Anniston Metropolitan Statistical Area. The area covered by the current routes includes a regional medical center, shopping facilities, entertainment centers and new residential suburban growth and commensurate community facilities (i.e. community centers, churches). Over the past several years, the area has experienced growth and expansion of services.

Because of the presence of social and medical services, the service area includes a higher percentage than usual of elderly and handicapped persons, and low-income families. Almost half of the households (48%) own 0-1 cars. Elderly riders make up the bulk of current ridership.

Since 1988, EARPDC has been the grantee for the ACTS (Areawide Community Transportation System) fixed-route system, the official public transportation system for the City of Anniston. The system funded under a FTA Section 5307 grant, currently operates four fixed routes six days per week. Initially, monthly ridership was about 1100 per month, and currently it averages about 8,025 per month. The system has successfully met the needs of the community. As of January 21, 1991, the ACTS fixed-route system established services beyond the corporate limits of Anniston to the town of Hobson City. A similar expansion of the system to the city of Weaver occurred in 2000. In July 2007, the City of Oxford joined the fixed route program. Other governmental entities may join and/or expand service during the duration of the contract. The potential contractor is hereby made aware that there may be expansions and/or reductions of service upon decisions by participating and potentially participating local governments. This expansion includes the possibility of the establishment of a fixed-route in Jacksonville, Alabama.

Organizational Structure

The ACTS Fixed-Route System is funded by a combination of Federal Transit Administration Section 5307 funds and local funds provided primarily by the City of Anniston, with funding assistance by the City of Oxford. The East Alabama Regional Planning and Development Commission administers the grant. The City of Anniston has appointed a Transit Advisory Board (TAB), which also contains representation from all participating governments, to consider policy matters and make recommendations regarding transit policy. The TAB's monthly meetings are open to the public and attended by EARPDC staff and a representative of the transit Contractor.

Description Of Proposed Fixed Route Services

The proposed fixed-route services provided shall be the current four (4) loop, fixed-route system. The map of the route and service areas is attached. The system does not operate on Sundays or on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Martin Luther King Jr. Day, President's Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, after 12:00 noon on Christmas Eve, and Christmas Day. Due to Safety and Security requirements of the Section 5307 program, Columbus Day will be an additional holiday for the system, but the Bidder will be required to host a paid day of training for all drivers/dispatchers. The training must encompass safety/security issues for transit operations. The Commission is open to trading off New Year's Eve for the day before Thanksgiving or another arrangement that the Commission and Contractor agree to that is least disruptive to normal operations.

The proposed services shall be provided during the following hours of operation:

Monday-Friday	6:00 am 6:00 pm
Saturday	10:00 am 5:00 pm

The current time schedule is included in the Appendices.

The above service hours will generate approximately 13,500 annual operating hours for a four loop service. Vehicles will not be operated in revenue service after the last run ends at 6:00 p.m. The above arrangement means that the four (4) mini busses will generate a total of 48.0 operating hours per weekday and 28.0 operating hours on Saturdays.

Fares are currently set at \$1.00 for adult passengers. Fare for Medicaid recipients with identification, elderly, disabled, students, and children under 12 are fifty cents (50¢). Military personnel pay seventy-five cents (75¢). Children under the age of three pay no fare. Variable and/or fluctuating fees may be used upon stated contingencies. EARPDC reserves the right to adjust fare structure.

Additional hours of operation may be added during the contract period at the discretion of EARPDC, if the required funding becomes available.

Conversely, if funding sources become reduced, hours of operation may be reduced or eliminated as needed.

Provisions For Proposed Services

1.0 Tasks to be Performed

- 1.1 The work associated with this Invitation to Bid shall be divided into two (2) phases:

Phase I System Start-Up Activities

Phase II Management and Operation of the transit program, both fixed-route, Paratransit services, and public demand-response services.

- 1.2 Phase I shall involve conducting of all preparations necessary for initiating the transit program in total. All personnel shall be hired and trained by the Bidder, procedures shall be established, facilities and equipment prepared, routes and schedules fine tuned, driver runs cut and all other activities required for system start-up shall be performed by the Bidder.

Typical Phase I tasks shall include, but not be limited to:

Development of operating, administrative and reporting procedures associated with the fixed-route service;

Hire and train all operating and administrative personnel required for the system;

Completion of all other activities necessary to initiate the system.

This phase shall be finished prior to the October 1, 2026, start of revenue service.

2.0 Changes to Service

2.1 Bidders should be aware that there may be changes to the fixed-route service during the period of the time covered in any resulting Contract of this document. Changes may include the number of hours operating each day, be it additional or fewer hours; the number of routes, be it additional or fewer routes; the number of vehicles in service at any one time, which may include additional vehicles at peak times; and/or changes of routes both minor and major changes. This is not all inclusive and does not limit EARPDC's right to alter the fixed-route in such a way that does not alter the original intention and purpose of the fixed-route service.

2.2 There will be a continuation of adjustment to the bus stops implemented in 2019. Stops will be added, taken out, and adjusted from their current locations.

Part III

PROJECT DESCRIPTION-DEMAND RESPONSE SERVICES

The EARPDC is also seeking an interested, qualified vendor to provide social service transportation of a non-fixed schedule variety to disabled individuals and the general public in the Calhoun County area.

The successful vendor, herein after referred to as the “Bidder,” will provide management and scheduling of origin to destination curb-to-curb demand-response and subscription services, as well as operation of vehicles. Service includes standing subscription trips as well as those of a demand-response nature (prior day advance notice). The Bidder will take requests and reservations as needed. Riders include persons with both mental and physical disabilities. The Bidder will be responsible for meeting all requirements specified in the contract including, but not limited to, employee standards and training, safety, on-time performance, reporting, billing, as well as any appropriate licensing and other legal requirements. Services provided will include Americans with Disabilities Act (ADA) transportation services in the urbanized areas of Calhoun and Talladega Counties and demand response services for the general public in the unincorporated portions of Calhoun County. The Americans with Disabilities Act (ADA) transportation services will be funded with Federal Transit Administration (FTA) Section 5307 grant funds. The demand response services for the general public in the unincorporated portions of Calhoun County will be funded by FTA Section 5307 grant funds in the urbanized area of the county and by FTA Section 5311 funds in the nonurbanized areas of the county. The FTA Section 5307 demand response services for the unincorporated urbanized area of Calhoun County and for the FTA Section 5311 Rural Public Transportation System in Calhoun County are envisioned to operate as a single system sharing vehicles, drivers, dispatching and routing and shall hereafter be referred to as the “demand response transportation services.” It is noted that because of the different funding sources, costs will need to be allocated to the respective grants based on a cost allocation formula that must be approved by the Alabama Department of Transportation. Therefore, the Bidder must implement a ridership tracking and reporting system and an accounting and billing system, which must be approved by the Commission, that separates ridership and costs between FTA Section 5307 and FTA Section 5311 grants, between urbanized and nonurbanized areas, between ADA transportation services and demand response transportation services, and between jurisdictions (i.e., individual municipalities and unincorporated Calhoun County). While it is assumed that the ADA transportation services and demand response transportation services will be delivered using separate vehicles, it may be more efficient, effective and responsive to deliver the services jointly using the same vehicles when available in certain areas of the County. Adjustments of that nature will be mutually agreed upon by the Bidder and the Commission.

1. Start Up

Americans with Disabilities Act (ADA) Transportation Services. The Bidder shall be required to start ACTS ADA Transportation service no later than October 1, 2026. Service hours will be the same as those provided by the fixed route portion of the ACTS Fixed-Route System Transit System. These hours are currently 6:00 a.m. - 6:00 p.m. Monday - Friday, and 10:00 a.m. - 5:00 p.m. on Saturday. The Commission reserves the right to

adjust service hours. The Bidder will be notified by the Commission in writing two (2) weeks in advance of implementation of any service hour changes. The service will not run on Sundays, New Year's Eve, New Year's Day, Martin Luther King, Jr., President's Day, Juneteenth, Fourth of July, Memorial Day, Labor Day, Thanksgiving Day, after 12:00 noon on Christmas Eve, or Christmas Day. Due to Safety and Security requirements of the Section 5307 program, Columbus Day will be an additional holiday for the system, but the Bidder will be required to host a paid day of training for all drivers/dispatchers. The training must encompass safety/security issues for transit operations. The Commission is open to trading off New Year's Eve for the day before Thanksgiving or another arrangement that the commission and contractor agree to that is least disruptive to normal operations. The Bidder will be required to have dispatch personnel available from at least one-half hour before first scheduled pickup until at least on-half hour after final scheduled drop-off.

Demand Response Transportation Services. The Bidder shall be prepared, subject to availability of vehicles, to commence ACTS demand response transportation services in the unincorporated areas of Calhoun County on or after October 1, 2026. Service hours will be the same as those provided by the fixed route portion of the ACTS Transit System. These hours are currently 6:00 a.m. - 6:00 p.m. Monday - Friday, and 10:00 a.m. - 5:00 p.m. on Saturday. The Commission reserves the right to adjust service hours. The Bidder will be notified by the Commission in writing two (2) weeks in advance of implementation of any service hour changes. The service will not run on Sundays, New Year's Eve, New Year's Day, Martin Luther King, Jr., President's Day, Juneteenth, Fourth of July, Memorial Day, Labor Day, Thanksgiving Day, after 12:00 noon on Christmas Eve, or Christmas Day. Due to Safety and Security requirements of the Section 5307 program, Columbus Day will be an additional holiday for the system, but the Bidder will be required to host a paid day of training for all drivers/dispatchers. The Commission is open to trading off New Year's Eve for the day before Thanksgiving or another arrangement that the commission and contractor agree to that is least disruptive to normal operations. The training must encompass safety/security issues for transit operations. The Bidder will be required to have dispatch personnel available from at least one-half hour before first scheduled pickup until at least on-half hour after final scheduled drop-off.

The Commission shall designate the service area schedule and may adjust the service area boundaries, service area schedule and jurisdictions served. The Bidder will be notified by the Commission in writing two (2) weeks in advance of any changes.

2. Service Area

Americans with Disabilities Act (ADA) Transportation Services. The ACTS ADA service area shall consist of all points within the city boundaries of Jacksonville, Weaver, Hobson City, Anniston, Oxford, and any other areas or jurisdictions in the Calhoun County Urbanized Area separately designated by the Commission for disabled transportation services under this vendor contract. The Commission reserves the right to adjust the service area boundaries with the approval of the Alabama Department of Transportation. The Bidder will be notified by the Commission in writing two (2) weeks

in advance of implementation of any service area boundary changes. A map of the current service area is attached (see Attachment B).

Demand Response Transportation Services. The area for ACTS demand response transportation services will be the unincorporated area of Calhoun County. This does not include the City of Piedmont or its defined service area of an 8 mile radius from the center of the City of Piedmont. This also does not include the Town of Ohatchee or its surrounding police jurisdiction. Incorporated areas may be added to the service area at the request of those jurisdictions. The Bidder will be notified by the Commission in writing two (2) weeks in advance of any changes in the service area. The above mentioned map (Attachment B) also delineates the urban area boundary which separates the FTA Section 5307 and FTA Section 5311-funded activities.

3. Eligibility

Americans with Disabilities Act (ADA) Transportation Services. The criteria for eligibility to use the proposed ACTS ADA disabled transportation service shall be determined as outlined in the Application for ADA Transportation Services (see Attachment C). Applications for service will be taken by the Commission which will use the information outlined in the application to determine eligibility.

Demand Response Transportation Services. The demand response transportation services area is available to the general public.

4. Fare

Americans with Disabilities Act (ADA) Transportation Services. The fare to be collected will be \$1.00 per passenger trip. The Bidder shall collect the fare and shall provide a secure method of collecting fares and accounting for same. The Commission reserves the right to adjust passenger fares for this transportation service with the approval of the Alabama Department of Transportation. The Bidder will be notified by the Commission in writing two (2) weeks in advance of any fare changes.

Demand Response Transportation Services. Fares shall be \$1.00 for the demand response transportation services in the urbanized, unincorporated parts of Calhoun County. The Bidder shall collect the fare and shall provide a secure method of collecting fares for this transportation service with the approval of the Alabama Department of Transportation. The Bidder will be notified by the Commission in writing two (2) weeks in advance of any fare changes.

5. Attendants

Americans with Disabilities Act (ADA) Transportation Services. The Bidder does not supply attendants, but must allow a passenger one attendant at no cost. Personal Care Attendants do not have to be approved through the usual application process as noted in Section 3. Other non-disabled people, not their attendant, may travel with the person

with a disability, as long as space is available and their presence would not deny service to other passengers. Further, non-disabled individuals and their companions with disabilities must travel between the same points. (See 49 C.F.R. 37.123(f))

Demand Response Transportation Services. The Bidder does not supply attendants for disabled persons, but must allow for the passenger to have an attendant if needed, at no additional cost. Other non-disabled people, not their attendant, may travel with the person with a disability, as long as space is available and their presence would not deny service to other passengers. Further, non-disabled individuals and their companions with disabilities must travel between the same points. (See 49 C.F.R. 37.123(f))

6. Reservations

The Bidder shall provide service based day-notice reservations. The Bidder is required to certify that users of the services for ADA Paratransit program are on the eligibility list jointly maintained by the Bidder and the Commission.

7. Subscription Trips

Subscription trips need no daily reservations, but must conform to all FTA rules regarding subscription services. (49 CFR §37.133) The resulting Contractor shall work with the Commission to determine if subscription trips are over 51% of riders at a given time and if non-subscription trips can be accommodated if so.

Part IV

GENERAL REQUIREMENTS

The Contractor shall be licensed to do business in the State of Alabama.

1. Personnel

The Bidder will provide sufficient personnel to operate the system including office staff and drivers. Their qualifications, training and licensing should be outlined in the questionnaire provided in Attachment E. Drivers may not operate vehicles in revenue service until the Bidder certifies to the Commission that the individual driver has fully completed all training, including but not limited to vehicular operating and safety training, lift operation and passenger safety restraints. The Bidder must recertify drivers on an annual basis. Such certification must include the attesting signatures of the trainer and the driver. The Bidder is responsible for conforming with all statutory drug screening and drug testing requirements and shall have in place written policies meeting all relevant statutory requirements. Those written policies must be approved by the Commission.

2. Vehicles

Fixed Route Services. Vehicles will be supplied by the Commission and shall be equipped with wheelchair lifts. Vehicles will be maintained to manufacturer's specifications. It will be the Commission's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements (i.e., spare vehicles).

Americans with Disabilities Act (ADA) Transportation Services. Vehicles will be supplied by the Commission and shall be equipped with wheelchair lifts. Vehicles will be maintained to manufacturer's specifications. It will be the Commission's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements (i.e., spare vehicles).

Demand Response Transportation Services. Vehicles will be supplied by the Commission. Vehicles will be maintained to the manufacturer's specifications. It will be the Commission's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements (i.e., spare vehicles).

3. Maintenance

All vehicles shall be maintained by the Commission at its own expense, with the exception of the cleaning of the vehicles, which will be responsibility of, and at the expense of, the Bidder.

4. Facilities

The Bidder shall provide suitable facilities with which to operate the service. These facilities should be identified in the questionnaire in Attachment E.

Bidder shall have a physical office in Calhoun County, Alabama, from where to dispatch, receive calls, mail (or have a P. O. Box in Calhoun County, Alabama), and to store records for onsite reviews and audits.

5. Insurance

The Bidder will be required to carry insurance on all transit fleet vehicles for the duration of the contract period (and furnish proof thereof) to the following minimal limits:

- 5.1 Workman's Compensation
Coverage A- Statutory
- 5.2 Comprehensive General Liability (Contractual Liability and Independent Bidder's Liability) Coverage- \$2,000,000 per occurrence encompassing bodily injury and property damage
- 5.3 Commercial Automobile Liability including Hired and Non-owned Auto Liability Coverage- \$2,000,000 per occurrence encompassing bodily injury and property damage
- 5.4 Commercial Automobile Liability on all vehicles owned by Bidder. Coverage- \$2,000,000 per occurrence encompassing bodily injury and property damage

The Bidder shall name EARPDC and the participating local governments as an additional insureds on all insurance coverage required of the bidder. The Bidder shall be responsible for payment of any deductibles. The Bidder shall provide to the EARPDC a copy of the Certificate of Coverage for the above referenced insurance coverage with the bid package. Deductibles and Self Insured retainers, if any, shall be identified. The Bidder shall also identify its insurance agent(s) and underwriting company(ies).

The Commission shall maintain the following motor vehicle insurance coverage:

- 1. Commercial Automobile Liability
- 2. Uninsured/Underinsured Motorist
- 3. Collision
- 4. Comprehensive
- 5. Medical Payments

The Bidder shall assume responsibility for meeting the vehicle physical damage insurance collision deductible, which is not reimbursable and for which the Bidder is entirely responsible.

The Bidder is responsible for prior screening of the driving records of all drivers and shall

furnish the Commission with a copy of the driver=s licenses of all applicants during the final screening process prior to hiring. All drivers must be approved for coverage by the Commission=s insurance carrier prior to driving a Commission vehicle. Made apart of this bid and the contract awarded, the Commission=s Policy on Review of Driving Records and Authorization to Drive Commission Vehicles. See Attachment A. If the Commission=s insurance carrier declares any individual ineligible to drive Commission vehicles, that individual shall not drive any Commission vehicle. The Bidder shall have a written policy, which must be approved by the Commission, for investigation of all accidents and complaints and shall have a policy regarding suspension, dismissal and disciplinary actions related to traffic violations, negligence, unsafe driving practices, safety violations, traffic accidents, vehicular operation and safety training, drug free workplace, drug and alcohol testing, training on operation of lifts and proper use of restraints, and actions affecting the safety and well-being of the ridership and the general public.

Accidents will be reported to the Commission no later than one (1) business day after the occurrence.

The Bidder will be required to pay for damage to the vehicle due to an at-fault single vehicle accident resulting in damage to the vehicle up to the deductible amount, whether or not an insurance claim is filed.

6. Billing—Fixed Route Services

- a) The Bidder shall provide monthly reports to the EARPDC concurrent with submission of monthly invoices. Generally, said monthly reports shall provide supporting information for invoice requests, and other information on the operations of the fixed-route transit system.
- b) The reporting format will remain as it currently is but may be altered as the need arises. The reports shall contain, at a minimum, charts for year to year comparison of the number of trips, fares collected, number of trips by route and days of the week, and agencies using transit passes, along with the number of passes used from each agency.
- c) At a minimum, monthly reports shall include the following types of information, some to be turned in monthly, some to be kept onsite:
 - Supporting documentation for monthly invoice that indicates, at a minimum, the work completed, as required by FTA Section 15 requirements;
 - Ridership statistics (with ridership by route by trip for one typical weekday during the month), as required by FTA Section 15 requirements;
 - Unusual event report indicating any unusual events that occurred during the reporting period that had an effect upon customer perception of the service provided under his contract, such as equipment breakdown, accidents, fare discrepancies, significant schedule problems, etc;

- A listing of missed or partially completed trips by route by date with reasons for such—this information shall be kept on location at the offices of the Bidder for the duration of the contract;
 - Other information as deemed appropriate summarizing the month's activities and overall system performance;
 - Fuel fill record—this information shall be kept on location at the offices of the Bidder for the duration of the contract;
 - Farebox revenue report.
- d) In addition to the above formal reports, the Bidder shall keep up-to-date and accurate records of the following (at a minimum):

Daily driver logs by run

Accident reports to be given to EARPDC as soon as available from the appropriate authorities

Registering farebox information by drivers run by day

Other information as deemed appropriate

This information need not be submitted to the EARPDC and Transit Advisory Board on a monthly basis. However, such records shall be part of the regularly scheduled reporting system and shall be immediately available up on EARPDC's request.

7. Billing-Demand Response Services

The Bidder shall submit detailed invoices to the Commission on a monthly basis no later than the 10th day of the month following the month being billed. The invoices will include (at a minimum) the dates of operation, number of passengers carried that day, fares collected on each operating day, any vouchers accepted-by amount-, a break out between ADA Paratransit services (Anniston, Oxford, Jacksonville, Weaver), Calhoun County Urbanized Unincorporated, and Section 5311, gross invoice amount, net invoice, number of passengers per program and hours billed in each program. At the Bidder's place of business shall be kept, at a minimum, the date, name, or originating address, destination address, pick up and drop off times, and fare collected for each client transported. The Commission may, at any time, conduct an audit of any and/or all records kept by the Bidder for this service. Any overpayment uncovered in such an audit may be charged against the Bidder's future invoices.

The Bidder's billing shall be based upon the cost per vehicle operating hour.

Billings for services must distinguish between FTA Section 5307 and FTA Section 5311 eligible services and between ADA transportation services and demand response transportation services and must document services rendered by origin of the client by jurisdiction in a format approved by the Commission.

8. Records and Reports

The Bidder will be responsible for properly maintaining separate records and summaries for

these services as deemed necessary by the Commission. All records and reports will be open to inspection by the Alabama Department of Transportation, and FTA. All records and reports shall be separated between FTA Section 5307 and FTA Section 5311-funded activities and between unincorporated areas and incorporated areas of the County (identified by municipality), and between ADA transportation services and demand response transportation services. The Bidder shall conform to records and report formats approved by the Commission.

8.1 National Transit Database

The Commission currently reports to the National Transit Database (NTD) under the Small Systems Waiver. The reporting includes both Section 5307 and 5311. The Commission administers Section 5311 transit in 6 counties, not only Calhoun County. The total vehicles in revenue service for Section 5307 and 5311 is currently 28 for both programs for the Areawide Community Transportation System in total. If during the contract period, additional vehicles are added to service in either program, the full NTD reporting will be required of the Commission. The Bidder must be aware this will increase monthly, quarterly, semi-annual, and annual reporting. It will also increase the day-to-day information collected. The resulting Agreement of this ITB shall maintain the possibility of such a change, and the requirement of the Contractor to adhere to any additional reporting requirements. Any additional personnel required is burdened by the Bidder and will not be invoiced to the Commission.

9. Total Costing

Fixed Route Services. It is estimated that there will be about 13,500 operating hours for the fixed route services. Bidders shall submit a fixed price based on unit cost per vehicle operating hour for each of the 3 years of the proposed service. It is expected that the total funds, local and federal, for providing the service will not exceed \$850,000 per year. See Attachment F

Americans with Disabilities Act (ADA) Transportation Services. Bidders shall submit a fixed price based on unit cost per vehicle operating hour for each of the 3 years of the proposed service. It is expected that the total funds, local and federal, for providing this ADA transportation services (for billing purposes, these are services provided by the Cities of Anniston, Oxford, Weaver, and Jacksonville) will not exceed \$560,000 per year. See Attachment F

Demand Response Transportation Services. Bidders shall submit a fixed price based on unit cost per vehicle operating hour for each of the 3 years of the proposed service. It is expected that the total funds, local and federal, for providing the demand response transportation services will not exceed \$275,000 per year in the urbanized area, \$110,000 for Oxford which is part of the ADA Services, but broken out separately for billing, and \$120,000 per year in the nonurbanized area. See Attachment F

Subject to Availability of Funding. Funding for the respective services is subject to the availability of funding from the sponsoring local governments and Federal Transit Administration through the Alabama Department of Transportation Bureau of Multimodal Transportation. Operating funds may be decreased, if funding from the grant source or local

sponsoring governments is reduced.

10. Emergency Use of Vehicles

In the event of an emergency, declared by the Commission, local, State or Federal agencies, or any other entity having such authority, the Bidder shall allow for the redirection of services as shall be directed by the Commission. Passengers, currently on the vehicles or waiting to ride, shall have first consideration in the safe disembarking and, to the extent possible in the given situation, transportation to their original destination.

Part V

FURTHER OPERATIONAL REQUIREMENTS

1. Phase II shall be the period in which the buses are actually operated in revenue service.

Typical tasks shall include, but shall not be limited to:

Day-to-day management and operation of the transit system;

Hiring, training and supervision of drivers, dispatchers, supervisors, clerical support, manager, and all other transit personnel;

Monitoring and reporting the performance of system;

Performing other activities necessary to provide a safe, reliable, efficient and effective Transit System.

- 1.1 The division of responsibility between the Bidder and EARPDC as outlined.

- 1.2 Provision of Facility

The Bidder shall provide the facility in which the operations, and administrative activities pertinent to performances of services under the vendor contract shall be housed. The Bidder must have an office in Calhoun County with a local mailing address, local phone number, and local fax number.

- 1.2.1 Parking

The parking of transit vehicles not in service shall be just behind the office of the Commission to the west at 1111 Wilmer Avenue. Contractor employees' vehicles may also be parked on the lot in the unfenced parking spaces. Currently, spaces in the middle row of the parking lot are used for vehicles that need service. This visual indicator assist Commission staff and helps to prevent a vehicle being turned in for service and not having it noticed.

- 1.3 Dispatching/Office Staff

The Bidder shall have dispatch personnel available at the Bidder's office from at least one-half hour before first scheduled pick-up until at least one-half hour after final scheduled drop-off.

The Bidder agrees to install and maintain a Telephone Device for the Deaf (TDD) on a designated line in the central dispatch area of the agency or shall participate in the Alabama Relay Center service. The TDD or access to the Alabama Relay Center service will be operational during normal business hours. The Bidder further agrees to appropriately advertise the availability of the TDD, or access through the Alabama Relay Center.

Voice mail will be operational on holidays and weekends to take request for service for the

following working day. The answering machine or voice mail shall be checked before the start of business each day and the first business day following the weekend and/or holiday. Alternately the Bidder may contract for an equivalent service with written permission of EARPDC.

1.4 Provision of Revenue Vehicles

- a) For the contract period starting October 1, 2026 the EARPDC shall provide the Bidder with wheelchair lift equipped mini-buses. A list of the vehicles currently available for operation is attached.
- b) If additional routes are added during the period of the contract, EARPDC will provide additional new transit buses to operate those routes. It is the goal to have at least one back-up vehicle shall be available in the fleet at all times to replace vehicles on routes during either routine maintenance or breakdowns.
- c) Towing service shall be provided by EARPDC in cooperation with its maintenance provider on a contractual basis.

1.5 Provision of Equipment

- a) EARPDC shall provide all equipment required for a transit communications system, in addition a Telephone Device for the Deaf (TDD) and/or ability to use Alabama Relay, is at the offices of EARPDC. Any calls shall be routed to the Bidder.
- b) EARPDC, in cooperation with its maintenance Bidder, will provide all maintenance required for the transit system.
- c) The Bidder shall provide equipment reasonably required for the administration and operation of the system. Any business computers and/or software deemed appropriate shall be provided by the Bidder.
- d) The Bidder agrees to install and maintain a Telephone Device for the Deaf (TDD) on a designated line in the central dispatch area of the agency or shall participate in the Alabama Relay Center service. The TDD or access to the Alabama Relay Center service will be operational during normal business hours. The Bidder further agrees to appropriately advertise the availability of the TDD, or access through the Alabama Relay Center.
- e) The Bidder shall use the EARPDC's furnished phone system. See 1.5.1

1.5.1 Telephone System

Bidder shall have an ADA Compliant phone system or shall reimburse EARPDC for use of the existing phone system in place at 1130 Quintard Avenue, Anniston, Alabama. To ensure continuity of operations, no matter the phone system used, the current public phone number, 256-231-0010, must be used. EARPDC shall not give up ownership of the phone number. It shall not be given to another carrier or phone system.

A compliant phone system is one that, at a minimum, captures the following information and is able to provide regular written/printed reports to EARPDC and the Alabama Department of Transportation:

- Number of daily calls
- Number of missed calls
- Number of times calls are rolled over
- Hold time per call
- Length of hold time
- Number of times callers abandoned the call while on hold

In addition, ALDOT required written reports of denied reservations/callers being informed that they cannot reserve trips for the next day.

The Bidder shall use the phone system established by EARPDC, at 1130 Quintard Avenue and reimburse EARPDC monthly for the full amount of the phone bill. The current phone system is a VOIP and can be moved to another local location with an internet connection.

1.6 Policy Development and Control

EARPDC shall be responsible for establishing all policies relative to the Areawide Community Transportation System. Such policy control shall include, but not be limited to, the determination of routes, service levels and fare structure. The Transportation Manual must be accepted by, received with written receipt, and adhered to by the Bidder. Updates will be distributed as is appropriate. This is in addition to any policies that must be in place and adhered to by the Bidder as outlined in this document or are required by the Alabama Department of Transportation, the Federal Transit Administration, Department of Transportation, and/or any other State/Federal agency with authority to have, issue, enforce such policies and procedures. The Bidder and EARPDC recognizes that there may be additional policies/standard operating procedures/rules/regulations that arise or are required by local, state, and/or federal agencies.

1.7 Transit Service Operations and Maintenance

The Bidder shall be responsible for the day-to-day management and operation of the transit system based upon the policies established by EARPDC.

The Bidder shall be responsible for the following:

Overall transportation services management
Employment of all transit personnel
Employee recruitment
Employee training and supervision
Ongoing driver training
Personnel administration and policy
Employee payroll
Internal accounting
Budgeting
Management information
Reporting requirements

Operations planning
Scheduling and run cutting
Dispatching
Street supervision
Revenue collection and cash handling
System safety
Vehicle cleaning
Utilities for facility used by Bidder
Provision of office supplies
Facility security
An ADA compliant phone system (the Bidder shall use EARPDC's phone system. See 1.5.1)
Commercial Automobile Liability including Hired and Non-Owned Auto Liability naming EARPDC and the participating Local Governments as additional insureds.
Assisting with the marketing program, including provision of a number for the public to call for information on services, the distribution of materials provided by EARPDC to riders and to the public in response to inquiries
Alcohol and drug testing in accordance with FTA regulations

EARPDC shall be responsible for the following:

Provision of fuel and tires
Overall transit system policy (§1.6)
Service planning
Commercial Automobile Liability and physical damage insurance coverage
Revenue vehicle servicing
Revenue vehicle maintenance
Equipment maintenance
Revenue vehicle body and paint maintenance
Provision of all parts required for maintenance of vehicles and equipment
Parts inventory management
Provision of fluids and lubricants required for maintenance and servicing
Provision of maintenance shop supplies
Marketing program assistance and implementation
Two-way radio system
Ensure there is an ADA compliant phone system used.

1.8 Marketing

- a) EARPDC shall be responsible for marketing program development and implementation including activities such as development of camera-ready time tables (based on schedules developed by the EARPDC); printing of time tables, distribution of time tables to outlets, design, printing and distribution of other marketing materials and promotional efforts.
- b) EARPDC shall maintain a telephone number to handle service complaints and recommendations.
- c) The Bidder shall maintain a local telephone information service in order to provide

detailed route, schedule and fare information. At a minimum, this service shall be provided by a person(s) between the posted hours of operation, 8:00 am and 5:00 pm on weekdays. Alternately, the Bidder may utilize the phone system provided by EARPDC; such use being fully reimbursed to EARPDC, see 1.5.1.

- d) The Bidder shall make timetables and other EARPDC furnished marketing materials available on all buses used for the provision of the system.
- e) The Bidder shall review, upon request of EARPDC, marketing activities and provide comments and recommendations.
- f) The Bidder shall appropriately control, in an accountable manner, bus-to-bus transfer tickets required for the service. Said tickets shall be prepared and printed by the EARPDC.
- g) The Bidder shall also control, in an accountable manner, bus passes. Said passes shall be prepared and printed by EARPDC and distributed through local organizations.
- h) The Bidder shall provide standardized uniforms for all bus drivers. The design of said uniform shall require concurrence of the EARPDC.
- i) The Bidder shall provide a non-voting representative to the Transit Advisory Board, and shall upon request of EARPDC, attend citizen meetings to provide information concerning the transit system.
- j) There are advertising brackets on a few vehicles. The Bidder shall inform the EARPDC if any of the advertising signs, placards or inserts is lost, damaged or visibly deteriorating.
- k) The Bidder has the option to include a proposal for the sale of outdoor advertising on the revenue vehicles, in accordance with Commission established policies which include, but are not restricted to:

Establishment of pricing schedule for advertising signs;

Establishment of a split (Bidder/Transit System) on all advertising sales;

Bidder responsibility for all billing, accounting and fiscal matters in connection with the development and rotation of the outdoor advertising stock

1.9 Independent Bidder

The Bidder shall be an independent Contractor, and the personnel providing the service described in fulfillment of this contract shall be employees of the Bidder and shall be controlled by and work under the exclusive supervision of the Bidder. The Bidder shall accept full responsibility for any acts, omissions or actions of the aforementioned personnel, and EARPDC is not responsible for any and all liability, loss, damage, costs of expense resulting from any person suffering any personal injury, death, property loss, or damage caused by any officer, agent, or employee of the Bidder.

1.10 Liability

The Bidder shall agree that it will indemnify and save harmless EARPDC and the participating local governments against any and all liability, loss, damage, cost or expenses which may be incurred (1) by reason of any service recipient suffering personal injury, death or property loss or

damage either while participating in or receiving services to be furnished under the contract, (2) by reason of any service recipients causing injury to another person or damage to the property of another person at any time, place, or location or in any matter related to services to be furnished under the contract, (3) by reason of any person suffering any personal injury, death, or property loss or damage caused by any officer, agent, or employee of the Bidder, or (4) by reason of any of the aforementioned personnel suffering injury, death or property loss or damage during working hours or at any time, place or location, or in any matter related to services to be furnished under the contract.

1.11 Insurance/Taxes/Fringe Benefits

- a) The Bidder shall have and maintain through the duration of the contract, providing annual proof thereof, all insurance coverage required of the bidder which shall protect EARPDC and the participating local governments from the acts, omission, negligence or wanton misconduct by any of the Bidder's employees during the operation of the contract. The insurance coverage shall name the East Alabama Regional Planning and Development Commission and participating local governments as additional insureds and be effective for scheduled autos, hired autos, and non-owned autos.
- b) All income taxes, retirement, workmen's compensation and other fringe benefits shall be the responsibility of the Bidder.
- c) EARPDC will provide Commercial Automobile Liability and physical damage coverage. All coverage will conform to the requirements of the Federal Transit Administration and the Alabama Department of Transportation. The Bidder will hold harmless EARPDC for the deductible amount in damage to Commission equipment.
- d) Such insurance coverage will be in full force and effect for the length of the operating contract.
- e) See Attachment A for Insurance/Motor Vehicle Record Policy
- f) The Bidder will be required to pay for damage to the vehicle due to an at-fault single vehicle accident resulting in damage to the vehicle up to the deductible amount, whether or not an insurance claim is filed.

1.12 Revenue Collection and Cash Handling

- a) All farebox revenue generated by the Transit System shall be retained by the Bidder and deducted from the amount requested from the EARPDC for operation at the end of each month.
- b) Appropriate and secure revenue collection procedures should include the following:
 - 1. Emptying of all cash boxes on a daily basis.
 - 2. A designated person to count the receipts on a daily basis.
 - 3. The collection methods instituted and records kept shall be subject to monitoring by the EARPDC.

1.13 Vehicle and Equipment Security

The Bidder shall be responsible for providing security for all system vehicles and equipment in the Bidder's custody during periods both when the transit system is operating and not in operation.

1.14 Elderly and Handicapped Transportation

- a) Any new transit vehicle provided by the EARPDC shall be wheelchair lift-equipped, subject to the requirements set forth in the Americans with Disabilities Act.
- b) The Bidder, as a part of the telephone information system, shall implement and maintain a telephone referral system for handicapped persons to advise them of available specialized services in the area (see 1.3). EARPDC shall work with the Bidder to have up-to-date listings of special service providers and information regarding such services.
- c) The Bidder shall be required to cooperate with EARPDC on an awareness program on all handicapped accessible components of the Calhoun County Urbanized Transportation System, including distribution or printed materials to the systems clients.

1.15 Omissions

The Bidder shall be responsible for providing all other functions necessary for the safe, reliable, and efficient operation of the transit system that are not specifically discussed herein.

1.16 Quality Assurance

- a) The Bidder shall manage the day-to-day transit operation using sound experienced in all appropriate aspects of public transit operations. Persons serving in such management positions for the Bidder should be solely dedicated to the management of the transit system.
- b) Bidders shall indicate in their bid any proposed sharing of personnel between the transit system and other Bidder operations.
- d) The Bidder shall provide proper training and retraining for all transit personnel utilized for the fixed-route transit system. Driver training shall meet generally accepted transit driver training standards and will include National Safety Council's defensive driving instructions. Driver training shall also include customer relations training including, but not limited to such areas as routes, schedules, hours of operation, fare structure and transfer arrangements. All drivers will be required to have a valid State of Alabama License, and/or State of Alabama Commercial Drivers License, (CDL) if the vehicle requires it to be operated and provide proof thereof. A copy of the licenses of all drivers will be kept on file at the EARPDC.
- e) The Bidder shall be responsible for the proper development and execution of a drug free workplace in compliance with 49 CFR Part 29, Subpart F, as modified by 41 USC 702, the United States Department of Transportation, and State of Alabama Department of Transportation, and Drug-Free Workplace Act of 1988. The Bidder

assures EARPDC, the Alabama Department of Transportation, and the Federal Transit Administration (FTA) that it publishes a statement notifying employees of the policies in support of a drug-free workplace, abides by the FTA substance abuse policy's regulations regarding Safety-Sensitive employees as identified by the FTA, established a drug testing policy for all employees, whether safety-sensitive or not; and establishes an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug use/abuse in the workplace;
- 2) The Bidder's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace.

Drug and Alcohol Testing: The Bidder assures the State and Commission that the Bidder or any entity performing a safety-sensitive function on the Bidder's behalf will implement a drug and alcohol testing program that complies with Parts 655, as amended. The Bidder may choose one of the following options to ensure compliance.

Option 1

The Bidder agrees to:

Participate in ALDOT'S drug and alcohol program established in compliance with 49 CFR 655, as amended.

Option 2

The Bidder agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, as amended, produce any documentation necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or the Alabama Department of Transportation or its agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, as amended and review the testing process. The Bidder agrees further to certify annually its compliance with Parts 655, as amended, before February 1st and to submit the Management Information System (MIS) reports. To certify compliance, the Bidder shall use the Substance Abuse Certifications in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, which is published annually in the Federal Register.

- f) The Bidder shall be responsible for completing all measures required as part of compliance procedures with the Americans with Disabilities Act of 1990 as amended. Copies of all required documentation shall be included with the proposal,

as part of the work plan.

- g) The Bidder shall be responsible for the proper use and care of all vehicles and equipment supplied by EARPDC to the Bidder for the provision of the transit system.
- h) The Bidder, shall at all times, operate all vehicles utilized in the transit system in such a manner as to comply with all United States Department of Transportation and Alabama Public Service Commission safety rules and regulations that pertain to the carrying of the public.
- i) The Bidder shall in no way jeopardize the warranty on all warranted equipment and vehicles. The Bidder shall at all times comply, at a minimum, with manufacturer's recommendations on the operation of the equipment and vehicles as necessary to maintain warranties. The Bidder shall not take any action that would invalidate the manufacturer's warranty for any vehicle or equipment provided by the EARPDC.

1.17 Service and Performance Standards

- a) The Bidder shall be responsible for maintaining the interior and exterior cleanliness of all vehicles used in the provision of the transit system in order to provide a positive public image and appearance. Records of such cleaning shall be kept at the offices of the Bidder.

Vehicle Exteriors: At a minimum, exteriors shall be washed weekly with more frequent washing as required during period of inclement weather.

Vehicles Interiors: At a minimum, interiors shall be swept, trash emptied, dusted and spot mopped, once daily. Shall be fully mopped, windows cleaned, and driver's area cleaned once weekly; and shall be fully cleaned throughout once monthly, including driver's area, dashboard, windows, ceilings, walls, seats and all other interior areas. This should be incorporated into the post-trip inspection.

- b) The Bidder shall report any problem or deficiencies with the revenue vehicles.
- c) The Bidder shall, at a minimum, complete 90 percent of all scheduled trips on a daily basis. In the event of an in-service breakdown, driver's absence or other service-related problems, the Bidder shall provide adequate means to dispatch vehicles in such fashion as to not miss subsequently scheduled trips. A vehicle is considered on-time if it departs a scheduled point along the route no more than 5 minutes early and no more than 10 minutes late. The ACTS on-time performance objective is 90% or greater. Transit staff of the EARPDC, as well as personnel of the transit contractor, continuously monitor on-time performance and shall report no less than annually to the Transit Advisory Board.
- d) The Bidder will report any removal of vehicle(s) from service immediately.

1.18 Liable and Responsible for Driver Error Resulting in Damage to the Vehicle

The Bidder shall accept and pay for any damage to the vehicle (injury to persons would a separate issue addressed earlier) that occurs outside of the normal operations of the transit

program. For example, if the driver goes off the route, even to accommodate the request of a passenger, and damage to the vehicle occurs—side-swipes a power pole going down an alley to save time or get a passenger closer to his/her destination, pulls into the parking lot of a private business and hits a trash bin, etc.,—the Bidder shall be responsible for cost of repair. Part 1.18 is applicable solely to damage caused by the driver's actions outside of normal or expected operations, causing damage to the vehicle. Typically, the Commission shall have the damage repaired and invoice the Bidder.

2. Deliverables/Delivery/Meeting Schedules

2.1 Before beginning Phase II operation of the system on October 1, 2026, under the new contract, the Bidder shall provide, at a minimum, the following elements:

- a) An Operations Manual, and/or receipt of the EARPDC Transportation Manual, for the transit system which documents all operating procedures and policies, including, but not limited to, the following:

vehicle operating procedures
radio operating procedures
fare handling procedures
driver conduct
safety procedures
security procedures
dispatching procedures
accident procedures
driver assignment procedures
administrative and reporting procedures
work rules and other operating procedures and policies as required for proper operation of the transit system

- b) Job description for all operating, administrative, supervisory and managerial personnel.
- c) Training program, procedures, and a drug testing policy for all employees.
- d) Reporting program to measure ongoing performance of transit system.
- e) Review and comment on transit system plans, EARPDC provided equipment purchases, and other issues relative to the transit system.
- f) A Bidder provided work force, fully trained and prepared to initiate the transit system.

2.2 While operating the transit system, the Bidder shall provide the following minimum elements:

- a) Day-to-day management and operation of the transit system as described herein.
 - b) Periodic written reports that assess the performance of the transit system.
 - c) Recommendations regarding improvement, operation changes, service, maintenance other aspects of the transit service.
 - d) General consultation to improve the transit service.
- 2.3 While operating the system under contract, meetings between Bidder and EARPDC staff may be held monthly.

During the contract period, the Bidder may be asked to be available upon request to attend meetings of local governing bodies and public hearings and shall attend the monthly Transit Advisory Board meetings to discuss the status, performance and proposed improvements of the bus system.

The Bidder shall be available for meeting with civic associations, citizen groups and other interested parties on an as-needed basis. Such meetings shall require prior approval by EARPDC.

Information Required from Bidder

3.1 Technical and Business Bid instructions

The technical bid must be submitted as a separate document and contain the following information:

- a) Name of firm submitting bid; main office address; when organized if a corporation, when and where incorporated; appropriate federal, state and county registration numbers; and annual report or financial statement.

- b) Understanding of the Problem and Technical Approach

Statement and discussion of the requirements as they are analyzed by the Bidder. Bidder's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving objectives of the project.

- c) Preliminary Work Plan

The Bidder must present a description of the phases or segments into which the proposed program can logically be divided and performed. This section

should also contain a discussion of any changes proposed by the Bidder which substantially differs from the project scope described in the Special Provisions.

- 3.2 The Bidder must describe the management personnel who will be actively involved in the preparation and provision of services; a description will include their qualifications and background, organization duties and responsibilities.

a) Treatment of the Issues

In this section, the Bidders also may comment, if deemed appropriate, on any aspect of the Invitation to Bid, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the Tasks to be Performed section of this Invitation to Bid, and may proposed alternative approaches.

b) Statement of Qualifications

The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

The bid shall list the names and telephone numbers of the principles authorized to conduct negotiations.

3.3 Business Bid

The Bidder, at a minimum, must submit a fixed cost bid in a separate document fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee and service.

- a) The Bidder shall break down the price of Management and Operation of the transit system as indicated below. It may be divided into fixed route and Demand Response services for clarification, but not required to be so. Bidder's price based on vehicle operating hours shall be for twelve (12) month increments, broken down by fiscal year.

3.4 Operating Expenses

At a minimum, the Bidder shall break down operating expenses over the contract period as follows:

driver's wages and fringe benefits
dispatcher's wages and fringe benefits
administrative/clerical wages and fringe benefits
telephone
utilities

insurance
contract services
cleaning services
fee or profit
other (itemize)

3.5 The Bidder shall provide, at a minimum, the following assumptions used in developing operating expenses.

a) Number of full-time equivalent personnel by title by phase including:

drivers
dispatchers
administrative/clerical (by title)
other personnel (by title)

b) Hourly wage rate for personnel by title by phase including:

drivers
dispatchers
administrative/clerical (by title)
other personnel (by title)

c) Total pay hours for personnel by title by phase including:

drivers
dispatchers
administrative/clerical (by title)
other personnel (by title)

d) Description or schedule for depreciation and amortization for Bidder provided equipment, as appropriate.

e) Assumed fringe benefit package for each major employee category and fringe benefit percentage of wages for each employee category.

f) Assumptions underlying contract services.

3.6 The Bidder shall bid on an hourly rate for the three year period of Fiscal Year 2027, 2028, and 2029 for the **Fixed Route** transit program. (See Attachment F)

Year of Service	4-Loop Route (Fixed-Rate per Operating Hour)
FY 2027	
FY 2028	

FY 2029	
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- 3.6.1 The Bidder shall bid on an hourly rate for the three year period of Fiscal Year 2027, 2028, and 2029, for the ADA and Demand Response Services:

Year of Service	ADA/DR Services (Fixed-Rate per Operating Hour)
FY 2027	
FY 2028	
FY 2029	

- 3.7 As a contingency for (a) funding reduction or funding shortfall, the Bidder will also provide alternative bids on hourly unit costs for each of the three years based on the following levels of reduced services:

- a) Elimination of Saturday service with four (4) route service, which would reduce operating hours on an average of 1,400 hours annually.
- b) Reduction of operating hours with four (4) route service from 6:00 a.m. until 6:00 p.m. to the reduced operating hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, which would reduce operation hours on an average of 3,000 hours.
- c) A combination of elimination of Saturday service and reduction of operating hours with four (4) route service to 8:00 a.m. to 5:00 p.m., Monday through Friday, which would in combination reduce operating hours on an average of 4,300 hours annually.

Contingency For Reduced Funding:

	4-route contingency reduced by: (Insert Fixed Rate per Operating Hour)		
	1400 hrs annually	3000 hrs annually	4300 hrs annually
1 st year			
2 nd year			
3 rd year			

- 3.8 The Bidder will also provide an hourly unit cost quote to expand or add operating services.

- 3.9 Bidders shall assume an October 1, 2026, implementation of the operations part of the

contract in developing Business Bids.

- 3.9.1 Phase I of the contract shall begin with the formal notification of an Alabama Department of Transportation contract approval and end no later than October 1, 2026. The Commission shall not reimburse any expense associated with Phase I. Phase II of the contract shall begin on October 1, 2026 and expire on September 30, 2027, with the option to continue service under the Contract for 2 additional 1-year periods, October 1, 2027 to September 30, 2028, and October 1, 2028 to September 30, 2029.

4. Payments

- 4.1 Compensation to the Bidder will be a reimbursement for services based on operating hours. Costs eligible for reimbursement under this agreement are approved operation fixed costs directly attributable and properly allocated to the accomplishment of the specific work tasks.
- 4.2 Should the schedule of services, or the scope of work be changed by the EARPDC, the project cost would be subject to revision to provide for those services.
- 4.3 The Bidder shall document all expenses incurred under this agreement to the satisfaction of the EARPDC.
- a) The Bidder will be responsible for having an adequate cost accounting system which meets the current requirements of the Alabama Department of Transportation's audit system and applicable federal procurement regulations (41 CFR 115.2 as modified by Subpart 115.102).
 - b) The contract shall maintain accounting records in such a manner that direct costs may be readily distinguishable.
 - c) The Alabama Department of Transportation's Chief of Accounting will be charged with the responsibility of determining whether or not the Bidder has an adequate cost accounting system. Such positive determinations shall be documented prior to payment of the first invoice.
 - d) One copy of invoice for payment, including supporting documentation, shall be submitted to the EARPDC, and shall indicate the payment that is due, true, correct, unpaid and the invoice shall be notarized. (Supporting documentation shall be a statement by the Bidder of what stipulated services have been satisfactorily completed and the percentage of estimated costs or ridership that was completed.)
 - e) The acceptance by the Bidder of the payment shall constitute and operate as a release to the EARPDC for all claims and liability to the Bidder, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the Bidder under or in connection with this

agreement for the previous billing period, provided that no unpaid invoices exist because of extra work required at the request of the EARPDC.

4.4 Any penalty assessed to the Bidder as a result of Paragraph 8.4 shall reduce the total of the contract by a like amount.

4.5 Monthly billings/reports submitted by the Bidder together with periodic field checks by EARPDC staff shall be the basis for determining system performance levels and associated financial penalties. The EARPDC shall cooperate with the Bidder to fully explore any disputes or concerns regarding the service and performance standards. However, the EARPDC shall be responsible for the final determination of conformance with said service and performance standards.

5. Project Audits

5.1 The Bidder shall maintain adequate records in such a manner that they may be audited in progress and/or upon completion of the contract. A simple ledger sheet showing disbursement by the line-item is preferred. The auditor will need access to the following documents during this audit:

- a) All paid vouchers including those for out-of-pocket expenses, and other reimbursements supported by invoices, including Bidder's copies of periodic estimate for partial payments.
- b) Ledgers
- c) Canceled checks
- d) Deposit slips
- e) Bank statements
- f) Journals, if any
- g) Copies of all contracts and copies of any contract amendment/change orders
- h) Insurance documents
- i) Payrolls
- j) Time sheets

6. Funding

6.1 It should be noted that the local funding requirements for this project have been appropriated primarily by the Calhoun County Commission, City of Anniston, City of Weaver, City of Jacksonville, and the City of Oxford, for Fiscal Year 2025-2026. However, funding is year to year. Therefore no funds have yet been committed for operation after September 30, 2026. Future operation of the system is contingent upon appropriation of sufficient funds by the Calhoun County Commission, City of Anniston, City of Weaver, City of Jacksonville, and the City of Oxford, and any other participating jurisdictions, and availability of Federal Transit Administration funding through the Alabama Department of Transportation as well as direct funding through the Federal Transit Administration.

7. Performance Bonds

- 7.1 If an award is made, the successful Bidder shall be required to furnish simultaneously with the execution of the Agreement a Performance Bond, or equivalent, in an amount equal to 60 calendar days of the contract award.
- 7.2 Bonds shall be issued by a surety company licensed to conduct business in the State of Alabama. All bonds must clearly make reference to the EARPDC and Transportation Service.

8. General Requirements for Contractual Obligations

8.1 Compliance with Federal, State and Local Law

The contract shall reference all applicable state federal laws and regulations. It is understood that the Bidder must conform with all said laws and regulations. The contract must be reviewed and approved by the Alabama Department of Transportation. Any citations and references required by the Alabama Department of Transportation shall be included in, and made a part of the contract.

Made a part of this document and the subsequent contract will be the 5333b Warranty and List of Required Federal Clauses.

8.2 Project Equipment

The purchase of all project equipment financed in whole or in part, pursuant to this agreement, shall be in accordance with state and federal procedures, including normal state competitive bidding procedures, where appropriate. All nonexpendable purchases over three hundred dollars (\$3,000) must be approved by the State of Alabama Department of Transportation Bureau of Multimodal Transportation in advance in writing, to be eligible for reimbursement.

8.3 Personnel

The Bidder represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relations with the EARPDC or the City. All the services required hereunder will be performed by the Bidder or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. None of the work or services covered by this agreement shall be subcontracted without the prior written approval of the EARPDC and the local governments.

8.4 Termination of Agreement for Cause

If, through any cause, the Bidder shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the Bidder shall violate any of the covenants, agreements, or stipulations of this agreement, EARPDC may terminate the agreement of such by giving written notice to the Bidder of such termination and specifying the effective date thereof, at least 60 days before the effective date of such termination.

Notwithstanding the above, the Bidder shall not be relieved of liability to the EARPDC and local governments for damage sustained by the EARPDC and the local governments by virtue of any breach of the agreement by the Bidder, and EARPDC may withhold any payments to the Bidder for the purpose of set off until such time as the exact amount of damages due the EARPDC and local governments from the agreement is determined.

8.5 Termination or Abandonment

- a) EARPDC shall have the absolute right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract. The EARPDC and/or local governments shall provide sixty (60) days written warning to the Bidder of such termination.
- b) EARPDC has the right to terminate this agreement at its pleasure and make settlement with the Bidder upon an equitable basis. The value of the work performed by the Bidder prior to the termination of this agreement shall be determined. In determining the value of the work performed, EARPDC shall consider the following:
 - 1. The ratio of the amount of work performed by the Bidder prior to the termination of the agreement to the total amount of work contemplated by this agreement less any payments previously made.
 - 2. The amount of the expense to which the Bidder is put in performing the work to the termination in proportion to the amount of expense to which the Bidder would have been put had he been allowed to complete the total work contemplated by the agreement, less any payments previously made. In determining the value of the work performed by the Bidder prior to the termination, no consideration will be given to profit which the Bidder might have made on the uncompleted portion of the work.
- c) The Agreement will terminate immediately upon the loss of funds from the City of Anniston, City of Oxford, the Alabama Department of Transportation, the Federal Transit Administration, or the United States Department of Transportation.

8.6 Participation by Disadvantaged Business Enterprises in Federal-Aid Programs

Policy.

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR 26 apply to this agreement.

DBE Obligation. The recipient of funds under the terms of this agreement agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its sub-bidder (if a sub-bidder is authorized) to carry out the DBE requirements of this agreement shall constitute a breach of contract, and may result in termination of the contract by the state, or such other remedy may be undertaken by the state as it deems appropriate.

EARPDC DBE Goal is .0695%.

8.7 Energy Conservation Plan

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94163) where applicable to the parties and, in addition;

In the event the payment to Bidder under terms of this agreement exceeds the sum of \$100,000.00, the Bidder agrees to comply fully and completely with the applicable standards, order and requirements issued under the following laws, orders and regulations:

- a) Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.)
- b) Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).
- c) Executive Order 11738 (Federal)
- d) Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that EARPDC will report in writing to the Federal Transit Administration and to the Assistant Administrator for enforcement of the

United States Environmental Protection Agency, and violation on the part of the Bidder, immediately upon occurrence of any such violation of any provision of the foregoing laws, orders, and regulations applicable to Bidder.

8.8 Changes of Work

- a) If during the term of this agreement additional services are required other than those services specified in this agreement or major changes in the work become necessary or desirable, the EARPDC may, in writing, order the Bidder to perform such services or make such changes, or if the Bidder is of the opinion that the work it was directed to perform is beyond the copy of this agreement and constitutes extra work, the Bidder shall promptly notify EARPDC in writing of such fact. The terms in writing and written approval may be in the form of normal correspondence such as letters, or written conference notes approved by the Bidder and EARPDC. In the event that EARPDC determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental agreement. Any extra work and/or payment for extra work must have the prior approval of the Alabama Department of Transportation and the Federal Transit Administration before such work is undertaken if federal funds are to be utilized in payment for such work. The Alabama Department of Transportation will have access to all records at all times.
- b) During the term of this agreement, any service in the agreement may be deleted and reduced at the discretion of the EARPDC. If such deletion or reduction becomes desirable, the Bidder will be give advance notice and an equitable reduction in the project cost will be made on a proportionate basis.

8.9 Delays and Extensions

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in this agreement, the EARPDC may grant a time extension to any or all phases of the work provided written application is made by the Bidder within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit.

8.10 Conferences, Visits to Site, Inspection of Work

- a) The parties agree that conferences will be held at the request of the EARPDC and local government representatives, Alabama Department of Transportation, the Federal Transit Administration or the Bidder to discuss

matters pertinent to any phase of this project. The EARPDC, Alabama Department of Transportation, the local governments or Federal Transit Administration representatives may visit the Bidder's office during normal working hours where the work is being performed at any time with or without advance notice to the Bidder. The Bidder agrees to coordinate the work with the EARPDC throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.

- b) The Bidder, when so directed by EARPDC, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

8.11 Subletting, Assignment, or Transfer

There shall be no assignment, subletting or transfer of the work or interests of the Bidder in any of the work covered by this agreement without the written consent of the EARPDC. In the event EARPDC gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the Bidder is hereby bound and obligated, and the Bidder agrees to so bind any party or parties to which the work or interests of Bidder are so assigned, sublet, or transferred.

8.12 Soliciting of Agreement

The Bidder warrants that Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this agreement, and that Bidder has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, EARPDC shall have the right to annul this contract without liability or at its discretion deduct from the contract price or considerations or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

8.13 Maintenance of Records

It is agreed that the Bidder and the subBidders of Bidder shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by EARPDC, Alabama Department of Transportation and Federal Transit Administration and copies thereof shall be furnished if requested. The Alabama Department of Transportation will have access to all records at all times.

8.14 Equal Rights Provision

During the performance of this agreement, the Bidder for itself, its assignees and successors interest, agrees as follows:

- a) Title VI Civil Rights Act of 1964. The Bidder will comply and will assure the compliance by Bidders and subBidders under this project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C.S 2000), the regulations of the Department of Transportation issued there under, 49 CFR Part 21 hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this agreement.
- b) Equal Employment Opportunity. In connection with the carrying out of the project under this agreement, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. The Bidder shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- c) Americans with Disabilities Act. In connection with the carrying out of the project under this agreement, the Bidder shall not discriminate against any employee or applicant for employment because of disability. The Bidder shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment, without regard to their disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d) Solicitations. In all solicitations either by competitive bidding or negotiations made by the Bidder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subBidder, supplier, or lessor shall be notified by the Bidder of the Bidder's obligation under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.
- e) Information and Reports. The Bidder will provide all information and reports required by the Regulations, or orders and instructions issued

pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by EARPDC, Alabama Department of Transportation or the Federal Transit Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Bidder is in the exclusive possession of another who fails or refuses to furnish this information, the Bidder shall so certify to EARPDC, or the Federal Transit Administration as appropriate, and shall set further what efforts it has made to obtain the information.

- f) Sanctions for Noncompliance. In the event of the Bidder's noncompliance with the nondiscrimination provisions provided for herein, EARPDC shall impose such agreement sanctions as it may determine to be appropriate, including but not limited to:
 - 1. Withholding of payments to the Bidder under agreement until the Bidder complies, and/or
 - 2. Cancellation, termination or suspension of the agreement, in whole or in part.
- g) Incorporation of Provisions. The Bidder will include the foregoing provisions "a" through "g" in every subcontract, including procurement of materials and leases of equipment, unless accepted by the Regulations, orders or instructions issued pursuant thereto. The Bidder will take such action with respect to any subcontract, procurement, or lease as EARPDC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Bidder becomes involved in, or is threatened with, litigation with sub-Bidders, supplier, or lessor as a result of such direction, the Bidder may request EARPDC to enter into such litigation to protect the interest of EARPDC.

8.15 Cost Principles

EARPDC's cost principles for use in determining the allow ability of any item of cost, both direct and indirect, in this agreement, shall be Circular A-87 The Bidder acknowledges receipt of this document which is made a part of this contract by reference.

8.16 Executory Clause

- a) The Bidder specifically agrees that the agreement shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by EARPDC and local governments beyond the moneys available for this purpose.
- b) The Bidder, in accordance with the status of Bidder as an independent

Bidder, covenants and agrees that the conduct of Bidder will be consistent with such status, that Bidder will neither hold Bidder out as, or claim to be, an officer or employee of EARPDC by reason hereof, and the Bidder will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of EARPDC, including but not limited to workmen's compensation coverage, or retirement membership or credit.

8.17 Interest of Members of EARPDC and Others

No officer, member or employee of EARPDC and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review of or approval of the undertaking or carrying out of this project, shall (a) participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership or association in which it is, directly or indirectly, interested; or (b) have any interest, direct or indirect, in this agreement or the proceeds thereof.

8.18 Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Bidder under this agreement which EARPDC requests to be kept confidential shall not be made available to any individual or organization by the Bidder without the prior written approval of EARPDC.

8.19 Officials Not to Benefit

No members of or Delegate to the Congress of the United States of America, and no Resident Commissioner shall be admitted to any share or part thereof or to any benefit to arise here from.

8.20 Copyright

No reports, maps, or other documents produced in whole or in part under this agreement shall be subject of an application for copyright by or on behalf of the Bidder.

8.21 Bids must be submitted as one bid for transit services, with two separate costs quotes as required of each program—Fixed Route and ADA Paratransit/Demand Response Services. In any additional information is required to prepare a proposal please contact Shane Christian, Project Director, shane.christian@earpdc.org or Heath Compton, Principal Project Coordinator, heath.compton@earpdc.org or call 256-237-6741.

8.22 Termination Due to Default

If there is Default due to improper or misleading information, or any other reason cited by the Commission, in the Bid, the Commission shall terminate the Bid, keep the Bid Bond, and notify the Alabama Department of Transportation of such action. Termination of the Bid will be given to all submitted proposers in writing.

9.0 Required Federal Transit Administration Clauses and Certifications

This procurement by the East Alabama Regional Planning and Development Commission uses grant funds from the Federal Transit Administration, an agency of the United States Department of Transportation. All contractual provisions required by the United States Department of Transportation, **as set forth in FTA Circular 4220.1G**, are hereby incorporated by reference into this ITB and shall be a part of any resulting Contract. ALL applicable FTA Required Clauses shall be a part of any Contract for work on this project, whether by the submitting firm, any subcontractor, or awarded bidder of any proposed work in the effort to complete the parking lot project. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this ITB or any Contract resulting from this ITB. The Respondent shall not perform any act, fail to perform any act, or refuse to comply with any EARPDC requests which would cause EARPDC to be in violation of the FTA terms and conditions.

The FTA Required Clauses are available upon request. They can be viewed at <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

They include but are not limited to:

- Access to Records and Reports
- Americans with Disability Act
- Charter Service Requirements
- Civil Rights Laws and Regulations
- Clean Air Act and Federal Water Pollution Control Act
- Conformance with ITS National Architecture
- Contract Work Hours and Safety Standards Act
- Debarment and Suspension
- Disadvantaged Business Enterprise
- Energy Conservation
- Equal Employment Opportunity
- Federal Tax Liability and Recent
- Felony Convictions
- Fly America Requirements
- Incorporation of Federal Transit Administration Terms
- No Government Obligation to Third Parties
- Notice to Third Party Participants
- Notification to FTA
- Program Fraud and False or Fraudulent Statements or Related Acts
- Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment
- Prompt Payment
- Public Transportation Employee

- Protective Arrangements
- Restrictions on Lobbying
- Safe Operation of Motor Vehicles
- School Bus Operations
- Simplified Acquisition Threshold
- Solid Wastes
- Special Notification Requirements for States
- Substance Abuse Requirements
- Termination
- Trafficking in Persons
- Violation and Breach of Contract

The Federal Certifications for:

- Certification and Restrictions on Lobbying
- Government-Wide Debarment and Suspension (Nonprocurement)

Part VI

SUBMISSION OF PROPOSALS

1. Response Procedure

The respondent's proposal shall be submitted with the completed attached questionnaire (Attachment E). If space provided is insufficient for response, attach additional sheets to the questionnaire, clearly referencing such sheets back to specific points addressed in the questionnaire.

Along with the attached questionnaire, respondents must submit a brief cover letter, signed by an officer of the responding organization, which states that the information contained in this submission is accurate and complete as of the date of submission.

In any additional information is required to prepare a proposal please contact Shane Christian, Project Director, shane.christian@earpdc.org or Heath Compton, Principal Project Coordinator, heath.compton@earpdc.org or by calling either at 256-237-6741.

All proposals must be sent in a sealed envelope marked: **A Sealed Bid for Transportation Services** to the East Alabama Regional Planning and Development Commission at 1130 Quintard Avenue, Suite 300, Anniston, Alabama 36201. The deadline for submission under this request is 2:00 pm July 16, 2026. EARPDC is not responsible for misdirected mailings. Bids lost in the mail, delayed in route to be delivered, misaddressed, having insufficient postage, or any other reason for not reaching the offices of the EARPDC will be considered ineligible for consideration. All proposals received after 2:00 pm on July 16, 2026, will be considered late and not eligible for award consideration. The staff of EARPDC overseeing the transportation program will evaluate the eligible submitted bids and then recommend to the East Alabama Regional Planning and Development Commission's Board of Directors an award. The Board of Director's will award the Contract and the winning Bidder will be notified in writing within one (1) week of the award.

All proposers are notified that disadvantaged and women-owned enterprises are encouraged to submit responses to this request. The Commission will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed, or national origin in consideration of an award. The Commission retains the right to reject any or all proposals, and to withdraw this solicitation at any time.

Bid Protest Procedures

EARPDC acknowledges that it is required to have written protest procedures to handle and resolve disputes relating to EARPDC procurements and shall in all instances disclose protests to ALDOT and keep ALDOT informed about the status of the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with

the EARPDC before pursuing a protest with ALDOT.

There are three basic types of protests, based on the time in the procurement cycle when they occur.

- Pre-bid or solicitation protest is received prior to the bid opening or proposal due date.
- Pre-award protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- Post-award protest is a protest received after award of a contract.

EARPDC acknowledges that it is responsible for settling disputes resulting from any procurement action. Under limited circumstances, a bidder may protest to the ALDOT Transportation Planning and Modal Programs Bureau pursuant to a vendor's award of a contract. ALDOT shall in all instances disclose information regarding protests to FTA and keep FTA informed about the status of each protest.

ALDOT's Transportation Planning and Modal Programs Bureau's role in a bid protest shall be limited to the conditions set forth in **FTA Circular 4220.1G (series)**.

A protest with respect to a Commission Request for Proposals or Requests for Bids should be submitted in writing to the Commission's Executive Director no less than five (5) days prior to the closing date of said Request for Proposals/Requests for Bids. If the matter is not resolved within thirty (30) days, an appeal may be filed by the vendor with the Chairman of the East Alabama Regional Planning and Development Commission. The Chairman has the discretion, if the Chairman deems it appropriate, to convene a committee of the East Alabama Commission's Board of Directors, consisting of the Board Chairman and officers. Said committee may resolve the issue as it considers appropriate, may decline to take action, or may refer the matter to the consideration of the full Board of Directors. From the perspective of the Commission, the actions of the committee, or the Board of Directors if the matter is referred by the committee to the full Board, is final.

If federal funding is involved in the specific procurement, the funding source, whether it is a state or federal agency, may have additional appeal procedures to which the vendor may refer a protest. If such appeal procedures are a requirement of a specific funding source, those procedures will be delineated specifically for the pertinent Request for Proposal/Request for Bids.

Bid Protest Procedures for Areawide Community Transportation System

The following bid protest procedures have been written in compliance with the Federal Transit Administration (FTA) Third Party Contracting Guidelines (Circular 4220.1G). Parties that wish to file a bid protest should review these procedures in conjunction with FTA's Circular 4220.1F. These procedures also address complaints or appeals regarding

the funding of unsolicited proposals and other protests unrelated to the solicitation process and contract award decisions. East Alabama Regional Planning and Development Commission's transit system, Areawide Community Transportation System, protest procedures will be referenced in the bid documents in order that interested parties will know their rights under these protest procedures.

Protests Pertaining to the Contract Solicitation Process or Contract Award Decision

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to:

Shane Christian
Project Director
Areawide Community Transportation System
P. O. Box 2186
Anniston, AL 36202

The Areawide Community Transportation System (ACTS) will consider all written protests made within the timelines stated in this document. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Solicitation or contract name and/or number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
4. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, ACTS will notify the protestor that the protest has been received by mail within five (5) working days. ACTS may request additional information from the protesting party, which must be submitted in writing to ACTS within five (5) working days from the date of ACTS's request.

Within twenty (20) working days of receipt of a written protest, ACTS shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or
2. Conduct, at ACTS's discretion, an informal hearing to allow the interested participating parties an opportunity to present their positions and supporting facts, documents, justification, and technical information. ACTS will advise all interested parties of the final decision in writing no later than five (5) working days from the date of the informal hearing.

Protests before Proposal Solicitation

Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to ACTS and must be received at least five (5) working days prior to bid/proposal opening. Bids will not be opened until five (5) working days after resolution of the protest unless ACTS determines that:

- a. The items to be procured are urgently required;
- b. Delivery or performance will be unduly delayed by failure to make award promptly;
or
- c. Failure to make award will otherwise cause undue harm to ACTS.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless ACTS determines that it is in the best interest of all concerned to delay any step.

Protests after Opening of Proposal Solicitation and Prior to Award

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to ACTS and must be received by ACTS within five (5) working days of the bid opening. If ACTS decides to withhold the award pending resolution of the protest, ACTS will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless ACTS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to ACTS or the federal government.

Protests after Award

Protests received after announcement of an award or after a contract has been executed will only be considered if ACTS determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, ACTS shall evaluate the bid/proposal at issue a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by the ACTS.

If a protest involving an executed contract is under consideration, ACTS will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all ACTS work activities. If the awarded contractor has not executed the contract as of the date the protest is received by ACTS, the contract will not

be executed until five (5) working days after resolution of the protest unless ACTS determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly;
or
3. Failure to make award will otherwise cause undue harm to ACTS.

Protests Pertaining To the Funding Of Unsolicited Proposals

The submission of unsolicited proposals is inconsistent with ACTS's policy to promote a full and open competition among interested parties for FTA contract funds. The filing of unsolicited proposals, therefore, will be deemed inappropriate by ACTS and returned to the sender; complaints or appeals calling for reconsideration of such proposals will not be accepted.

ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution to the attention of:

Mr. Bradley B. Lindsey, P.E.
State Local Transportation Engineer
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Boulevard Admin. Room 110
Montgomery, Alabama 36110-2060

Evaluation Criteria

The evaluation of the bids will be conducted by the EARPDC staff. The staff will make a recommendation to the EARPDC Board of Directors. The EARPDC Board of Directors has final authority for awarding of the contract. It is anticipated that the Board of Directors will review the recommendation and award the contract within sixty (60) days of the proposal submission date. It is anticipated that service will begin no later than October 1, 2026. However, the EARPDC Board of Directors retains the prerogative to reject all bids.

The following criteria will be used to evaluate the proposals and operate transit services directly:

Responsiveness

The bid must include information related to all areas outlined in the Invitation to Bid. Bids which do not meet this requirement will be rejected as non-responsive.

Technical Capability

The bid must show an understanding of this scope of services as outlined in the information required in this Invitation to Bid. The Bidder's ability to implement the service as scheduled will be determined from the existing business commitments as outlined in the bid.

Personnel Qualifications

The committee will consider the experience and qualifications of both the on-site manager(s) and the start-up team (if separate from the on-site management). In addition, consideration will be given to the driver selection and training program outlined in the proposal.

Adequacy of Facilities

The facilities proposed for use by the Bidder for operation and management of the system will be evaluated by written material provided and an on-site inspection if necessary.

Past Performances

References and records of performance will be investigated.

DBE/WBE Goal

The bid should show evidence of the ability to meet the DBE/WBE goals specified in this Invitation to Bid.

Cost

The cost evaluation will be based on:

- a) The fixed rate per operating hour.
- b) The combined total start-up costs (if applicable)

Under the circumstances that a Bidder may provide a substitute vehicle for temporary operation, the Bidder must stipulate in the bid which fixed unit cost per vehicle operating hour shall apply for billing purposes, if there are different fixed unit costs for different types of fleet vehicles.

Other EARPDC reserves the right to use any additional evaluation criteria it considers appropriate to the selection of a Bidder to provide this service.

CURRENT INVENTORY
(June 2026)

EARPDC Inventory #	Description	VIN	Use
45	2019 Ford Starcraft Allstar	1FDFE4FS1KDC39835	Fixed Route
47	2019 Ford Starcraft Allstar	1FDFE4FS7KDC59815	Fixed Route
48	2024 Ford Starcraft Allstar	1FDFE4FN5RDD37836	Fixed Route
49	2024 Ford Starcraft Allstar	1FDFE4FN1RDD37851	Fixed Route
52	2017 Ford Starcraft Allstar	1FDFE4FS6HDC02577	Fixed Route
54	2024 Ford Starcraft Allstar	1FDFE4FN9RDD42344	Fixed Route
55	2024 Ford Starcraft Allstar	1FDFE4FN5RDD42650	Fixed Route
65	2024 Chevrolet Starcraft Allstar	1HA6GUB76PN005655	Paratransit/Demand Response
66	2024 Chevrolet Starcraft Allstar	1HA6GUB72PN005684	Paratransit/Demand Response
60	2018 Ford Starcraft Starlite	1FDEE3FS1JDC16494	Paratransit/Demand Response
61	2018 Ford Starcraft Starlite	1FDEE3FS5JDC16496	Paratransit/Demand Response
62	2019 Ford Starcraft Starlite	1FDEE3FS2KDC19129	Paratransit/Demand Response
64	2023 Ford Safe TBus	1FDVU4X82PKB32104	Paratransit/Demand Response
155	2017 Ford Starcraft Allstar	1FDEE3FS9HDC75982	Paratransit/Demand Response
159	2019 Ford Starcraft Allstar	1FDEE3FS4KDC39091	Paratransit/Demand Response
177	2023 Chevrolet Starcraft Allstar	1HA6GUB74PN005833	Paratransit/Demand Response
181	2023 Chevrolet Starcraft	1HA6GUB7XPN005853	Paratransit/Demand Response

Attachment A

POLICY ON REVIEW OF DRIVING RECORDS AND AUTHORIZATION TO DRIVE COMMISSION VEHICLES

The East Alabama Regional Planning and Development Commission reserves the right to request a Motor Vehicle Report (MVR) at any time. If the MVR reveals that a driver does not meet the acceptable guidelines, that individual will not be authorized to drive Commission vehicles, or if currently authorized to drive Commission vehicles, will no longer be allowed to drive Commission vehicles. Records of Commission employees will remain with their personnel files, and the records of all employees of third party vendors or contractors for which authorization to drive Commission vehicles has been requested will remain in a central file in the Commission's Office.

The following criteria are to be used in considering authorization to drive Commission vehicles and/or revocation of authorization to drive Commission vehicles:

- Any conviction for violation of Alabama driving laws which resulted from a charge that involved the drinking of alcoholic beverages or the use of controlled substances in the last five years, or
- Failure to stop or report an accident, or
- Negligent homicide, manslaughter, assault involving the operation of a motor vehicle, or
- Driving on a suspended or revoked license, or
- Reckless driving violation, or
- Speeding in excess of 85 mph, or
- More than two at fault accidents in the past 3 years, or
- Three incidents in the past three years as a result of which the individual was found responsible for committing civil infractions while operating a motor vehicle.

This policy applies to probational, permanent part-time, permanent full-time, and temporary employees, individuals in contract positions, and employees of third party vendors or contractors.

As a condition for continued authorization to drive Commission vehicles, Commission employees and individuals in contract positions shall be required to sign waivers to permit the Commission and its insurance company, and/or insurance agent to check driving records by ordering Motor Vehicle Records (MVR). Driving in the course of business includes only that driving which is required while employees are on assignment as part of their job duties. Personal trips and/or errands are not considered part of the course of business and are prohibited.

The Commission shall require all job applicants, for positions requiring driving as a part of the job description, to sign waivers to permit the Commission and its insurance company, and/or insurance agent to check driving records by ordering motor vehicle records (MVR), as a condition for consideration for the positions.

All third party vendors or contractors, which have personnel driving Commission vehicles under an agreement or contract with the Commission, shall require all job applicants, for positions requiring driving of Commission vehicles as a part of the job description, to sign waivers to permit the Commission, its insurance company, its insurance agent, and those respective third party

vendors or contractors to check driving records by ordering a Motor Vehicle Record (MVR), as a condition for consideration for those positions. The Commission shall require all third party vendors and contractors to apply the Commission's criteria for driving authorization as a condition of any individual driving a Commission vehicle under the vendor's or contractor's agreement or contract with the Commission. All third party vendors or contractors, which have personnel driving Commission vehicles under an agreement or contract with the Commission, shall require all employees, in positions requiring driving of Commission vehicles as a part of their job description, to sign waivers permitting the Commission, its insurance company, its insurance agent, and those respective third party vendors or contractors to check their driving records by ordering a Motor Vehicle Record (MVR), as a condition for their continued authorization to drive Commission vehicles.

If required as part of the job description, the employee or potential employee must possess or can obtain any special license endorsements required by law (for example, a Commercial Driver's License) for the type(s) of vehicle they will operate in the performance of their duties.

Any Commission employee in an accident or receiving a ticket while driving a Commission vehicle must report the incident immediately to the Commission. That individual shall be automatically suspended from authorization to drive Commission vehicles until the circumstances of the accident or violation are investigated. The Commission shall request an MVR on the individual for any at fault accident or violation while driving a Commission vehicle. If not already on file, the individual shall provide the Commission with a waiver to check his or her driving record by ordering an MVR, and the driving suspension shall remain in effect until the MVR is reviewed. If the individual's driving record fails to conform with the Commission's criteria as defined above, said suspension of authorization to drive Commission vehicles shall be made permanent and shall remain in effect until the Commission may notify the individual otherwise (see below).

If a driver for a third party vendor or contractor has an accident or receives a ticket while driving a Commission vehicle, that driver shall be automatically suspended from authorization to drive Commission vehicles until the circumstances of the accident or violation are investigated. The vendor or contractor shall request an MVR on the driver for any at fault accident or violation while driving a Commission vehicle. If not already on file, the vendor or contractor shall obtain a waiver from the individual to check said driving record, and the driving suspension shall remain in effect until the MVR is reviewed. If the individual's driving record fails to conform with the Commission's criteria, said suspension of authorization to drive Commission vehicles shall be made permanent and shall remain in effect until the Commission may notify the vendor or contractor otherwise (see below).

A Commission employee or employee of a third party vendor or contractor may, at the discretion of the Commission, be allowed to drive Commission vehicles once such time has elapsed that the violation(s) in question are beyond the 3 year threshold (or 5 year in the case of an alcohol or controlled substance violation).

WAIVER TO CHECK MOTOR VEHICLE RECORD

I authorize the East Alabama Regional Planning and Development Commission (EARPDC), its insurance company, its insurance agent, its third party vendor, or contractor to check my driving record by ordering a Motor Vehicle Record (MVR). I understand that EARPDC and the above named parties will use this information for driver eligibility purposes only and not furnish this information to a third party without my written consent. I also understand that my MVR will be ordered after any accident in a Commission vehicle, or no more than once per year, if and while I may be employed. I understand that I may furnish the Commission and the above named parties with any obtainable information, such as a police report, to show I was at no fault in an accident that is on my MVR. I agree to release EARPDC, its employees, the above named parties, and those who supplied the information from any liability for any damage that may result from furnishing the requested information, from my failure to be employed by the third party vendor, or from any suspension of authorization to drive Commission vehicles, if and/or while I may be employed by the third party vendor.

NAME: _____

SIGNATURE: _____

DATE: _____

AL DRIVER'S LICENSE #: _____

DRIVING RECORD RELEASE FORM

I, _____, do hereby authorize the Alabama Department of Public Safety to release my driving record to the East Alabama Regional Planning and Development Commission.

Signature: _____

Date: _____

AL Driver's License #: _____

ACKNOWLEDGMENT OF RECEIPT

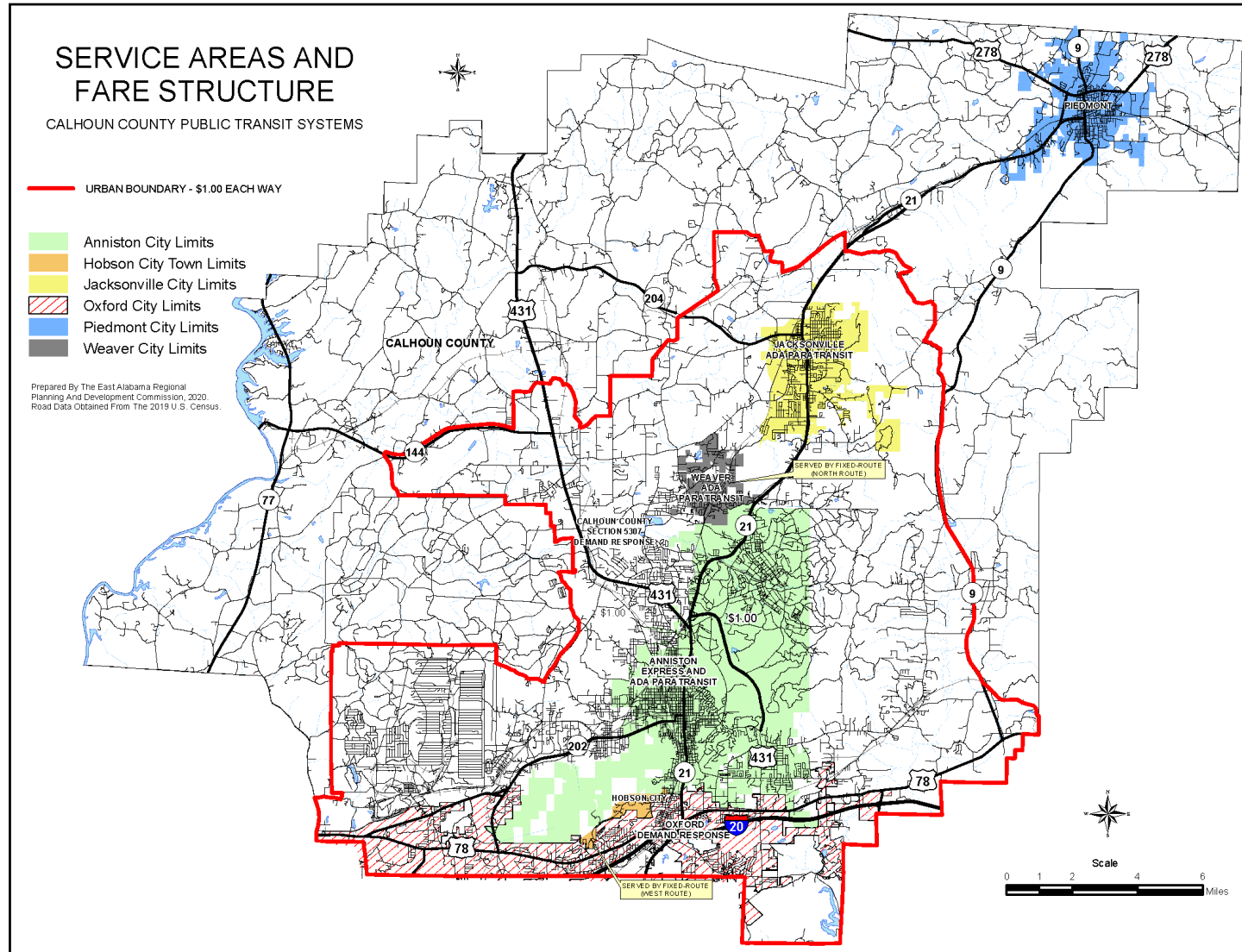
I have received and understand the “Policy on Review of Driving Records and Authorization to Drive Commission Vehicles” for the East Alabama Regional Planning and Development Commission.

Name: _____

Signature: _____

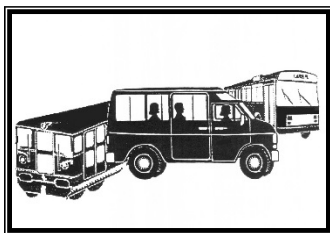
Date: _____

Attachment B
Service Area



Attachment C

Application for ADA Transportation Eligibility



A Service Provided by:

The Cities of Anniston, Oxford, Jacksonville, Weaver,
Anniston Limousine, Inc.
and the
East Alabama Regional Planning & Development Commission

Application for ADA Transportation Services

Please review this application form carefully. Read the description of the various disabilities which is based on the Americans with Disabilities Act of 1990 (ADA).

Section 37.125(a) of the ADA implementing regulations requires that each transportation provider “shall strictly limit >ADA Paratransit Eligibility= to individuals specified” in the regulations. The ADA and its implementing regulations establish a right to Paratransit only under a particular set of circumstances related to the individual and the transit system. Under the ADA regulations, a person who is experiencing a physical or mental impairment listed below shall be deemed eligible, provided that the information contained in the application is accurate and complete. A Paratransit Advisory Committee made up of members appointed by participating local governments will determine the eligibility of the applicants.

Eligibility Criteria for ADA Transportation Services

In order to be considered eligible for ADA Transportation Services, a person must meet two criteria. First, **an applicant must live inside the municipal limits of the City of Anniston Oxford, Weaver, Jacksonville, or Hobson City.** Because of ADA guidelines and written contracts no exceptions can be made. Second, **an applicant must have a disability which limits his/her ability to use the fixed-route system (ACTS Fixed Route).**

1. Individuals who independently cannot use any part of the fixed route service "Any individual with a disability who is unable, as the result of a physical or mental impairment (including a vision impairment), and without the assistance of another individual (except the operator of a wheelchair lift or other boarding assistance device), to board, ride or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities." (§37.123(e) (1)) This includes people with mental, cognitive, and visual impairments who cannot recognize destinations, understand bus changes, or distinguish between buses on different routes at terminals and/or on routes.

2. Individuals who do not have the ability to travel to boarding and disembarking locations of the fixed route service (all or some of the time). "Any individual with a disability who has a specific impairment related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system." §37.123(e)(3))

Please answer FULLY all of the questions on the form, and return it to the transit system in your local area (see list on following page). Incomplete applications will not be processed, and will be returned to you for completion. Your application will be reviewed, and an eligibility determination (even if only temporary eligibility status) will be made within 21 days of receipt of a COMPLETE application. You will receive a notice as to whether or not you are eligible. If you are determined to be capable of using regular bus without the assistance of another person for all of your travel, YOU WILL NOT BE ELIGIBLE for paratransit.

Disabilities are described in, but not limited to, the following three categories:

1. **Mental Impairment (including development disabilities)**

- a. Is attributable to a mental or physical impairment or a combination of mental and physical impairments;
- b. Is likely to continue indefinitely;
- c. Results in substantial functional limitations in any of the following areas of major life activities: self-direction, learning, mobility, economic self-sufficiency, self-care, capacity for independent living and receptive and expressive language;
- d. Causes the substantial diminished level of functioning in the primary aspects of daily living and

an inability to cope with the ordinary demands of life, attention impairment, cognition, language impairment, memory impairment, conduct disorder, or motor disorder.

2. Physical Impairment

- a. Persons having a physical condition resulting from injury, disease, or congenital deficiency which significantly interferes with or limits one or more major life activities and affects one or more of the following body systems: anatomical, musculoskeletal, neurological, respiratory including speech organs, cardio-vascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin and endocrine.
- b. The term physical impairment includes, but is not limited to, such contagious or non-contagious diseases and conditions or non-contagious diseases and conditions as orthopedic, visual, speech, and hearing impairments; cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation emotional illness, specific learning disabilities, HIV disease and tuberculosis.

3. Major Life Activities

- a. Activities relating to the performance of self-care and engaging in leisure or play activities. Self-care includes grooming, mobility, object manipulation, and ambulation.
- b. Activities relating to the ability to walk, see, hear, breathe or communicate.
- c. Activities relating to moving about in one's community for purposes that include accessing and participating in vocational, educational, recreational, and social activities in the community with other members of the community.

Please detach these pages from the application and keep for your future reference.

If you feel that your disability may fit into one of the previously described categories, please continue with the following pages of this application form.

If you would like a free copy of the eligibility criteria as defined by the Americans with Disabilities Act, please contact Shane Christian, Program Manager, at East Alabama Regional Planning and Development Commission at 256-237-6741.

When completed, please return the entire application to:

**East Alabama Regional Planning
& Development Commission
P.O. Box 2186
Anniston, AL 36202
Phone: 256-237-6741 Fax: 256-237-6763 Alabama Relay: 711**

Date Received: _____
Temporary Pass mailed: _____
TAB Approval Date: _____
TAB Denial Date: _____

DO NOT WRITE
IN THE SHADED
AREA

Application Date: _____

Request for Paratransit Eligibility

The information obtained in this certification process will only be used by the Paratransit Advisory Committee of the ACTS Fixed Route and East Alabama Regional Planning and Development Commission for the provision of transportation services. Information will only be shared with our designated Paratransit provider. The information will not be provided to any other person or agency. Failure to completely fill out the application may delay your approval for ADA Paratransit services.

Part I.

Name: Mr./Mrs./Ms _____ Date of Birth: ____ / ____ / ____

Address: _____

Telephone Number: _____

Mailing Address (If Different): _____

1. What is the disability that prevents you from using the ACTS Fixed Route service?

1b. Explain HOW this condition prevents you from independently using the ACTS Fixed Route.

2. Is the condition temporary? () Yes () No If yes, expected duration until: ____ / ____ / ____
3. How does this disability prevent you from using the fixed-route service:
(Check all that apply)
- () I need assistance to board or disembark at my home/destination
 - () I am unable to walk to the nearest bus stop.
 - () I am unable to read the bus schedule
 - () I am unable to withstand temperature changes
 - () I am unable to wait longer than ten (10) minutes for a bus
 - () Other: _____
4. Is there anything that can be done to better assist you if you were to take the ACTS Fixed Route?
- () Yes, route and schedule information
 - () Yes, if the bus stops were closer to where I live
 - () No, nothing can be done to assist my using the ACTS Fixed Route
 - () Yes, other (please explain) _____
5. Are there any other effects of your disability of which we need to be aware?
- _____
6. Do you use any of the following aids to mobility? (Check all that apply)
- | | | |
|-----------------------------|--------------------------|-------------------|
| () Manual Wheelchair | () Electric Wheelchair | () Walker |
| () Power Scooter | () Cane | () Communication |
| () Crutches | () Service Animal | Board |
| () Personal Care Attendant | () Portable Oxygen Tank | () Other: _____ |

Note: The ACTS shall carry a wheelchair and occupant if the lift and vehicle can physically accommodate them, unless doing so is inconsistent with legitimate safety requirements.*

The following information will be used to ensure that an appropriate vehicle is utilized to provide your transportation and that an accurate analysis of your trip requests can be made by the Paratransit Advisory Committee and the East Alabama Regional Planning and Development Commission.

7. Do you require a Personal Care Attendant when traveling on our system? () Yes () No
8. Can you travel 200 feet without assistance of another person?
() Yes () No () Sometimes _____
9. Can you travel 1/4 mile without the assistance of another person?
() Yes () No () Sometimes _____
10. Can you travel 3 feet without the assistance of another person?
() Yes () No () Sometimes _____

11. Can you climb three (3) inch steps without assistance?
() Yes () No () Sometimes _____

12. Do you receive Medicaid?
() Yes () No Card Number _____

I, the applicant, hereby certify that the information contained in this application is true and correct. I understand the purpose of this application form is to determine if I am eligible to use the ADA Paratransit service according to the guidelines of the Americans with Disability Act which may involve the Paratransit Advisory Board contacting my listed Health Care Professional for clarification or further explanation. I agree that the Paratransit Advisory Board or its designee may contact my Health Care Professional concerning this application. I understand that this application cannot be processed if it is not complete. I understand the application process can take up to 21 days from the time EARPDC receives a complete application. If my application is returned, for clarification or additional information, this can delay the process. I understand that I may appeal the determination within 60 days after receipt of written notification if I am determined not eligible for ADA Paratransit service or if I am dissatisfied with my eligibility type. I understand that failure to provide complete and accurate information can result in being turned down by the Paratransit Advisory Committee.

Signed: _____ Date: ____/____/____

If this application has been completed by someone other than the person requesting certification, please complete the following:

(Please Print or Type)

Name: _____ Daytime Phone Number _____

Address: _____

ADA Transportation Program

This concludes the portion of the form to be completed the applicant. The last section must be completed and signed by a licensed physician, social worker or other health care professional.

Part II

MEDICAL VERIFICATION

Applicant's Name: _____

The following must be completed and signed by a Licensed Physician, Social Worker, or other Health Care Professional in order for this application to be processed.

The Americans with Disability Act of 1990 (ADA) requires that the East Alabama Regional Planning and Development Commission provide Paratransit service to anyone who cannot use the ACTS Fixed Route system because of a disability. The applicant who has asked you to review and sign this form is applying to the EARPDC to be considered eligible for the Paratransit service.

Please carefully review the information provided by the applicant in Part I of this form and answer the questions below.

- | | |
|----|--|
| 1. | Please describe all conditions (physical, cognitive, emotional, other) which functionally prevent the applicant from using the ACTS Fixed Route buses. (Conditions not-related to this application need not be listed) |
| | _____ |
| | _____ |
| 2. | How does this condition prevent the applicant from using the ACTS Fixed Route fixed-route bus service? |
| | _____ |
| | _____ |
| 3. | To the best of your professional knowledge, is the information in Part I of this application true and correct? |
| | _____ |

This form must be filled out by a professional who is knowledgeable about the applicant's disability and their limitations. Please check the appropriate box regarding the person completing this form.

- ☐ Physician
- ☐ Licensed Social Worker
- ☐ Independent Living Specialist
- ☐ Psychiatrist

- ☐ Mental Health Counselor
- ☐ Optometrist
- ☐ Respiratory Therapist
- ☐ Other _____

(Continued on next page...)

Applicant's Name: _____

I hereby certify that the information given above is correct.

Signature: _____ Date: _____

Print Name and Title: _____

Business Address: _____

City/State/Zip: _____

Telephone Number: (____) _____

If you have any questions concerning this application or the information requested, please call Shane Christian at 237-6741.

This concludes the ADA Application Part II.

When completed, please return the entire application to:

**East Alabama Regional Planning
& Development Commission
P.O. Box 2186
Anniston, AL 36202
Phone: 256-237-6741 Fax: 256-237-6763
TDD 1-800-548-2546**

*“Legitimate safety requirements” includes such circumstances as a wheelchair of such size that it would block an aisle, or would be too large to fully enter a railcar, would block the vestibule, or would interfere with the safe evacuation of passengers in an emergency.

Attachment E
RESPONDENT QUESTIONNAIRE

This questionnaire must be completed and submitted by the respondent to be considered for work described in the Invitation to Bid. Attach additional sheets, as necessary, which are clearly marked for easy reference by the evaluation committee.

1.0 QUALIFICATIONS INFORMATION

1.1 Identification of Respondent

Name of Organization: _____

Address: _____

Street (and Post Office Box, if applicable)

City

State

Zip Code

Telephone Number: _____

1.2 Name and Title of Individual to Contact for Further Information:

Legal Status of Organization (Check One):

☐ For-profit corporation or joint venture corporation

☐ For-profit partnership or sole proprietorship

☐ Non-profit corporation

☐ Public agency

☐ Other (Identify) _____

1.4 Description of Organization

Provide a brief description of the responding organization including purpose, history, services provided, and organizational structure. Label as "1.4 Description of Organization" and attach.

1.5 Credit References

Provide at least three credit references (including the organization's bank). Each reference should include the name, address, phone number, and relation to respondent. Label as "1.5 Credit References" and attach.

- 1.6 Has the respondent, or any officer or partner of the respondent, failed to complete a contract? ___yes ___no

(if yes, provide details.)

- 1.7 Location of Calhoun County office to administer and manage this contract:

Name: _____

Address: _____
City State Zip Code

- 1.8 Provide the name, title, and telephone number of the person who will manage this contract:

Name: _____

Title: _____

Phone: _____

- 1.9 Subcontractors

Provide the names, addresses, phone numbers, and roles of proposed subcontractors (if any). Label as "1.9 Subcontractors" and attach.

- 1.10 Minority and Small Business Status, DBE Certified

"Minority Business" is defined as a business at least 51% of which is owned, operated, and controlled by minority group members, or in the cases of publicly owned businesses, at least 51% of which is owned, operated and, controlled by minority group members.

“Minority Group Members” are defined as Black, Hispanic, Asian American, American Indian, Alaskan Natives, or women regardless of race or nationality. A “Small Business” is defined under SBA Section 8(a) rules.

Is the individual bidding firm a minority business or small business as defined above and is Certified by the Alabama Department of Transportation as a DBE?
___yes ___no

1.11 Key Staff

Provide the resumes of key staff members to be assigned to this contract. Include, at a minimum, resumes of the on-site manager, contract manager, and any consulting staff. Provide at least three (3) references for the on-site manager (include name, title, organization, and telephone number). Label as “1.11 Key Staff” and attach.

1.12 Drivers

Is the respondent able and willing to provide drivers which meet all licensing laws as established by the Alabama Department of Transportation? ___yes ___no

Provide proof of proper operating licenses. Label as “1.12 Drivers” and attach.

1.13 Insurance

Is the respondent able and willing to provide insurance coverage as stipulated in the Invitation to Bid? ___yes ___no

Is the respondent able and willing to name the Commission and participating Local Governments as additional insureds on all relevant insurance policies? ___yes ___no

Provide proof that the organization has current insurance coverage and can obtain any required additional insurance coverage. Label as “1.13 Insurance” and attach.

1.14 Hold Harmless

Is the respondent willing to hold harmless the Commission and participating local governments against the claims resulting from the actions and/or inactions of the respondent=s personnel? ___yes ___no

1.15 Service References

Using the following form, provide information about three (3) similar contracts under which the respondent has provided service. If less than three (3), please state why there are less than three (3). Attach completed forms.

1.15 SERVICE REFERENCE

Name of Organization: _____

Address: _____

Street (and Post Office Box, if applicable)

City

State

Zip Code

Contact Person: _____ Telephone Number: _____

Length of Service: From _____ To _____

Please describe the services the respondent provided to this organization by checking as many of the following that apply:

Transit Operations Services

___ Fixed-route

___ Demand Response

___ Other _____

___ School Bus Service

___ Charter

Service Features

___ Vehicle

___ Drives

___ Road Supervision

___ Dispatching

___ Other _____

___ Telephone Information Service

___ Facilities

___ Scheduling

Days of operation: _____ Hours of operation: _____

Average number of miles operated per day: _____

Average number of vehicles operated per day: _____

Types of vehicles operated: _____

Types of riders (e.g., general public, disabled, elderly): _____

Please use additional sheets if there is any further information you would like to submit about this reference.

2.0 DRIVER STANDARDS

Please describe your current hiring standards, and training and safety programs for your drivers. If different from the guidelines as stated in the Invitation for Bids, please describe the program you plan to follow for hiring, training, and safety under this contract. Also, include the names of agencies the Contractor will utilize in training drivers as required. Label as “2.0 DRIVER STANDARDS” and attach.

3.0 FACILITIES

Please provide the address(es) and physical description(s) of the facility(ies) the respondent plans to use for provision of this service. Bidders who have not selected a facility used for this program should submit candidate sites being considered, or what plan or efforts are being made to locate sites, and the time frame involved. Label as “3.0 FACILITIES” and attach.

4.0 SERVICE DESCRIPTION

Please use this section to provide a detailed description of how you , the respondent, plan to provide this service. The description should demonstrate your understanding of the program as detailed in the Request For Proposals. Additionally, any minimum requirements which you propose to exceed and/or services you would provide which are not specifically requested herein, should be described. Your description should include, but by no means be limited to, respondent=s plan for scheduling and dispatch, administration, management and support, use of radios, etc. Label as “4.0 SERVICE DESCRIPTION” and attach.

5.0 DISABILITY SENSITIVITY TRAINING

Please describe your organization=s program for training drivers and staff to be sensitive to the special needs of riders with disabilities. Please include copies of all Red Cross First-Aid and CPR certifications for all staff who will be in direct contact with the clients. Label as “5.0 DISABILITY SENSITIVITY TRAINING” and attach.

6.0 IMPLEMENTATION AND MANAGEMENT PLAN

Describe your organization=s strategy and timeliness for implementing transportation services. Describe the management structure for this contract. Emphasis should be on a timely, thorough implementation plan and the assurance of service quantity, quality and efficiency. Label as “6.0 IMPLEMENTATION AND MANAGEMENT PLAN” and attach.

Attachment F

The responding Bidder submits the following as fixed unit cost rate(s) per vehicle operating hour for the operation of the ACTS Fixed Route program:

Fiscal Year 2027: _____

Fiscal Year 2028: _____

Fiscal Year 2029: _____

The responding Bidder submits the following as fixed unit cost rate(s) per vehicle operating hour for the operation of the ACTS ADA Paratransit and Demand Response services in Calhoun County:

Fiscal Year 2027: _____

Fiscal Year 2028: _____

Fiscal Year 2029: _____

The prices are submitted independently and without collusion between the Bidder, EARPDC, the participating Local Governments, the State, or any other agency directly or indirectly involved with EARPDC.

Signature of Authorized Official of Bidding Entity

Checklist

Did you remember to include:

- ☐ Cover Letter, see page 47
- ☐ Affidavit for Business Entity (page 7)
- ☐ Insurance Certificate (page 16)
- ☐ A Completed Chart with Fixed Costs for the Fixed-Route program with the consideration of lesser operating hours (page 33-34)
- ☐ Completed Questionnaire (Attachment E, pages 69-73)
- ☐ Original and 1 Copy of the Submitted Bid
- ☐ A Signed, Completed Chart with Fixed Costs for the Fixed-Route and Demand Response Services (Attachment F, page 74)
- ☐ Bid Bond