

San Benito County Local Transportation Authority

Request for Proposals #2018-01

Operation of San Benito County Express and Specialized
Transportation Services

May 18, 2018

Prepared By:

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San Benito County Local Transportation Authority

Request for Proposals #2018-01

Operation of San Benito County Express and Specialized
Transportation Services

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8 APPENDICES..... **ERROR! BOOKMARK NOT DEFINED.114**

Appendix A (Forms to be submitted with Proposal)

- Form A-1, A-2, A-3: Price Proposal
- Form A-4: Operating Cost Detail Form
- Form A-5: Start Up Cost Detail Form
- Form A-6: Labor Wages
- Form A-7: Labor Benefits

Appendix B (Forms to be submitted with Proposal)

- Form B-1: DBE Participation
- Form B-2: Non-Collusive Affidavit
- Form B-3: Eligible Bidder Certificate
- Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Form B-6: Certification of Restriction on Lobbying
- Form B-7: Buy America Certificate
- Form B-8: Acknowledgement of Addenda

Appendix C: LTA Vehicle, Facility, and Equipment List

Appendix D: Future Capital and Planning Projects

Appendix E: Protest Procedures

Appendix F: Sample CE and ST Reports

- CE Monthly Report
- ST Monthly Report
- CE/ST Section 5310 Report

Appendix G: County Express Operations Personnel Wages

Appendix H: Collective Bargaining Agreement

Appendix I: Specialized Transportation Operations Personnel Wages

1 INTRODUCTION

1.1 Notice to Potential Proposers

The San Benito County Local Transportation Authority (LTA) is seeking proposals to operate general public and specialized transit services known respectively as County Express (CE) and Specialized Transportation (ST) Services. CE provides Fixed Route, Intercounty, Dial-A-Ride and ADA-compliant Paratransit Services. ST provides personalized transportation services for clients with unique needs. During FY2016/17 CE operated 22,900 revenue vehicle hours and ST operated 6,700 revenue vehicle hours. A similar level of service is anticipated to continue during the time period of the contract(s).

Interested firms may submit proposals under five (5) separate proposal options. [Interested firms may only submit one option.](#) The Proposal Options are designated as shown below.

- Option 1A: Operate CE as a stand-alone service independent of ST.
- Option 1B: Operate CE as a stand-alone service independent of ST or operate CE and ST as a combined service under one contract.
- Option 2A: Operate ST as a stand-alone service independent of CE.
- Option 2B: Operate ST as a stand-alone service independent of CE or operate ST and CE as a combined service under one contract.
- Option 3: Operate CE and ST as a combined operation under one contract.

The LTA reserves the right to award a contract to separate firms for the operation of CE and ST or award a contract to one firm to operate both services as a combined operation.

The successful proposer(s) will be awarded a contract(s) for a base period of three (3) years commencing on January 1, 2019. Prior to the completion of the base period, the LTA may extend the agreement(s) for a one-year option term. Prior to the completion of that option year and each option year thereafter, the LTA may extend the agreement for an additional one-year option term, for a maximum of five (5) one-year option terms.

A voluntary pre-proposal conference will be held on June 5, 2018 at 2:00 p.m., PDT, at San Benito County Board of Supervisors Chambers, 481 4th St, 1st Floor, Hollister, CA 95023.

All proposals shall comply with proposal submittal requirements described in this RFP. Proposals must be received at the LTA Administrative Office no later than August 7, 2018, at 3:00 p.m., PDT. Proposals received after this time will not be considered.

Direct questions regarding this RFP to:

Regina Valentine, Transportation Planner
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023
Fax: (831) 636-4160
Email: regina@sanbenitocog.org

1.2 Definitions of Acronyms and Terms

ADA	Americans with Disabilities Act
BPAC	Bicycle and Pedestrian Advisory Committee
CHP	California Highway Patrol
CE	County Express
Contractor	The successful proposer to whom a contract is awarded
Days	Refers to business days of the LTA when used in context with the LTA's proposal protest procedures and refers to working days of the federal government when used in connection with FTA requirements/procedures
Deadhead Time	Refers to time expended by the contractor operating revenue vehicles in non-revenue service
Deadhead Miles	Refers to mileage expended by the contractor operating revenue vehicles in non-revenue service
Extra Work	Items that are not included in the lump sum price proposal of the proposer but are separate cost items that may or may not be authorized for work by the LTA to the Contractor during the term of any contract
Farebox Recovery	Refers to the percentage of transit operating costs recovered from transit users through the receipt of fares
Fare Media	Refers to all fare payment instruments used to board LTA vehicles, including, but not limited to, monthly passes, punch passes, day passes, tokens, transfers, electronic mobile passes, and subsidized fare media
FTA	Federal Transit Administration
LTA	San Benito County Local Transportation Authority
MIS	Management Information Systems
Missed Trips	Refers to a trip that begins more than fifteen (15) minutes after its scheduled departure time or a trip scheduled as part of normal revenue service that fails to operate.
MSAP	Medical Shopping Assistance Program
Non-Revenue Vehicles	Any vehicles not used in revenue service
NTD	National Transit Database
OSHA	Occupational Safety and Health Administration
OOCMT	Out-of-County Non-Emergency Medical Transportation
Proposer	Any organization submitting a proposal in response to this Request for Proposal

Proposal	An offer submitted by a Proposer as used in the context of this Request for Proposal
Road calls	Unscheduled maintenance performed at a location other than the designated vehicle maintenance facility
Revenue Vehicles	Publicly owned vehicles used to operate the service, and provided to Contractor by the LTA
Revenue Service	<p>Revenue Service for Fixed Route and Intercountry service begins upon <u>the scheduled</u> arrival at the first scheduled bus stop and ends upon departure-scheduled arrival time from <u>at</u> the last scheduled drop off of the day.</p> <p><u>Intercountry service revenue service hours begin upon the scheduled arrival at the first bus stop and ends upon the actual arrival time at the last scheduled stop. Revenue service does not include lunches or layovers of more than 15 minutes when the bus is not in revenue service.</u></p> <p>Revenue service for Paratransit, Dial-A-Ride, and Specialized Transportation Services <u>both on weekdays and weekends</u> begins with the first <u>scheduled</u> passenger pick-up <u>(including no shows)</u> and ends when there are no paying passengers on-board.</p> <p>Revenue service does not include lunches or layovers of more than 15 minutes.</p>
RFP	Request for Proposals #2018-01
Scheduled Timepoint	A bus stop with departure times specifically noted in County Express public information materials
SLTP	Senior Lunch Transportation Program
SSTAC	Social Services Transportation Advisory Council
ST	Specialized Transportation
Subscription Service	Provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip
Successful Proposer	The proposer to whom the contract is awarded.
TAC	Technical Advisory Committee
TDA	Transportation Development Act
Trips	A LTA vehicle departing any scheduled time-point in revenue service
Type II Vehicle	A 12-passenger vehicle with 2 wheelchair spaces and requires a Class B license to operate.

1.3 Schedule of Events

The following schedule of events was prepared utilizing the most recent knowledge available; however, it is always subject to change. LTA will provide as much advance notice as possible if dates and times change, new events are added or existing events cancelled. Any events changed prior to the Proposal Due Date will be posted on LTA's website as an addendum.

Announcement	May 18, 2018
Voluntary Pre-Proposal Conference	June 5, 2018 at 2:00 p.m., PDT
Last Date for Receipt of Questions and Requests for Clarification	June 22, 2018 at 5:00 p.m. PDT
Last Date for LTA to Post Addenda	July 13, 2018 at 5:00 p.m., PDT
Proposal Due Date	August 7, 2018 at 3:00 p.m. PDT
Invitations to Interview Proposers Issued (tentative)	August 13, 2018 at 5:00 p.m., PDT
Proposer Interviews (tentative)	Week of August 20, 2018
Contract Award by LTA (tentative)	October 19, 2018
Contract(s) Start Date	January 1, 2019

1.4 Minimum Qualifications

Proposers shall meet the following minimum qualifications to participate in the selection process for award of a contract.

1.4.1 County Express Services

Proposers shall have operated the following three types of services for a minimum of three different public agencies for a minimum of three years for each agency. Proposers shall have operated the minimum number of revenue vehicle hours for each agency as indicated for each service type.

- a. *Fixed Route* – minimum 5,000 revenue vehicle hours annually
- b. *Complementary Paratransit in compliance with CFR Part 37 ADA Paratransit Service Standards* – minimum 7,000 revenue vehicle hours annually
- c. *General Public Dial-A-Ride* – minimum 3,000 revenue vehicle hours annually
- d. *Intercity Service* – minimum 6,000 revenue vehicle hours annually

1.4.2 Specialized Transportation Services

Proposers shall have operated, for a minimum of one year under contract to a public agency, "door-through-door" transportation service(s) to seniors and individuals with disabilities who have a need for highly personalized transportation service, including assistance from inside their residence to the interior of their destination. Examples of this type of service could include, but not necessarily be limited to: non-emergency medical transportation, transportation to and from senior lunch programs for frail individuals and/or medical-shopping assistance programs.

1.5 Term of Contract

The selected proposer(s) shall commence operations on January 1, 2019 and operate the service according to the terms of the agreement for a three-year period ending on December 31, 2021. Prior to the completion of the three-year period, the LTA, at its sole discretion, may extend the agreement for a one-year option term. Prior to the completion of that option year and each option year thereafter, the LTA, at its sole discretion, may extend the agreement for an

additional one-year option term. The LTA may extend the base agreement for a maximum of five (5) one-year option terms. The last one-year extension period would expire December 31, 2026.

1.6 Funding Availability

Any contract resulting from this RFP will be financed primarily with funds made available to the LTA by the State of California, and the Federal Transit Administration of the United States Department of Transportation. In the event funding for this contract ceases or is reduced, the LTA reserves the right to terminate the Agreement or reduce service pursuant to the terms of the Agreement.

1.7 Pre-Proposal Conference, Questions and Requests for Clarification

A voluntary Pre-Proposal Conference will be held on June 5, 2018 at 2:00 p.m., PDT, at the San Benito County Board of Supervisors Chambers, 481 4th St, 1st Floor, Hollister, CA 95023, for the purpose of receiving questions and comments regarding this RFP. While attendance at this meeting is not mandatory, it is highly recommended. Proposers are encouraged to submit questions about this RFP in advance of this meeting to the appropriate individual mentioned in Section 1.1, Notice to Proposers. Questions and requests for clarification may also be made during the course of the Pre-Proposal Conference. Questions must be submitted in writing via mail, fax, or email. Addresses, e-mail addresses and FAX numbers should accompany submissions.

Although proposers are encouraged to submit questions prior to the Pre-Proposal Conference, they will be accepted up to 5:00pm, June 22, 2018.

The last addendum relative to this procurement will be posted on LTA's website no later than 5:00 p.m., PDT, July 13, 2018.

Proposals for changes to the draft Agreement or Scope of Work may also be submitted with the formal proposal as described in Section 5.6.4, Question 21.

1.8 Submittal of Proposals – Time and Manner

Proposals may be submitted by mail, delivery service or in person. Proposals may not be submitted electronically; however, one electronic copy of the proposal shall be submitted as required by this RFP. The number of proposals required to be submitted in hard copy is described in Section 5.3.

Proposals must be received at the address below by August 7, 2018 at 3:00 p.m., PDT. Proposals received after this time will not be considered. Proposals and all required copies must be delivered in a sealed package(s) with the proposing company's name on the outside and clearly marked: "Transit Operations Proposal."

Proposals shall be delivered to:

Mary Gilbert, Executive Director
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, California 95023

1.9 Collective Bargaining Agreement Notification

A Memorandum of Understanding exists between MV Transportation, Inc., Hollister Division, and the SMART (Sheet Metal Air Rail Transportation) International Union Local 0023 relative to the CE service. The Memorandum is valid through June 30, 2019. A copy of this document is provided in

Appendix H. The employees engaged in operating the ST Service are not represented by a union.

1.10 Disadvantaged Business Enterprise (DBE) Participation Requirements

The LTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the LTA will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

2 SYSTEM DESCRIPTION

2.1 Agency Information

The San Benito County Local Transportation Authority, herein referred to as "LTA", is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials each from the City of Hollister City Council and the County of San Benito Board of Supervisors and one elected official from the City of San Juan Bautista City Council.

Three committees provide technical and accessibility advice on transportation related issues to the LTA: the Social Services Transportation Advisory Council (SSTAC), the Technical Advisory Committee (TAC), and the Bicycle and Pedestrian Advisory Committee (BPAC). SSTAC advises the LTA on accessibility issues for the elderly, persons with disabilities and persons of limited means. TAC provides technical assistance and recommendations on transit planning and projects to the LTA. The BPAC advises the LTA on any issues related to bicycle and pedestrian accessibility.

2.2 San Benito County Transit Information

Detailed information about routes, schedules and fares, as well as other significant information regarding CE and ST services, is available at www.SanBenitoCountyExpress.org.

2.3 Service Area

The County of San Benito is a 1,391 square mile bedroom community to the Silicon Valley and has a vibrant agricultural economy. The County population is approximately 58,000. The county seat is the City of Hollister, where most of the public transportation is located, with a population of approximately 35,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of approximately 1,800.

2.4 Operations

2.4.1 County Express Services

The LTA is responsible for administration and operation of County Express, the primary public transportation for the County, which operates seven days a week. County Express services include Fixed Route, Complementary Paratransit, Dial-A-Ride, and Intercounty transit services.

The Inter-county Gavilan route operates on an off-peak schedule during the summer and winter break seasons while the Fixed Route service operates on an off-peak schedule in the summer season.

Below is a description of each of the County Express services:

Fixed Route

The Fixed Route service operates only in the City of Hollister and primarily uses fully accessible Type II vehicles equipped with bicycle racks. There are three routes and approximately 80 stops dispersed within the service area.

The service operates Monday through Friday from 6:20 a.m. to 11:00 a.m. and 2:00 p.m. to 5:45 p.m. The Blue Line does not operate during schools' summer and winter vacations and President's Week, in an effort to conserve resources. The LTA may add additional dates in which the Blue Line may not run.

Complementary Paratransit

The Complementary Paratransit service operates during the Fixed Route hours within a ¾ mile radius of the street segments traveled by the Fixed Route. Curb-to-curb service is provided that complies with 49 CRF Part 37 ADA Paratransit Service standards. Vehicles used for Complementary Paratransit are Type II and minivans. Under this agreement, the contractor will be responsible for conducting the ADA eligibility process consistent with the requirements established by the LTA.

The service operates mirrors the fixed route schedule Monday through Friday from ~~6:20~~6:13 a.m. to ~~11:00~~11:15 a.m. and ~~2:01~~2:10 p.m. to ~~5:45~~5:51 p.m. Reservations may be made 14 days in advance or on the same day the reservation is placed. Same day service is subject to availability and a \$1.00 convenience fee. RouteMatch software and hardware is made available to the contractor by the LTA for automated dispatching.

General Public Dial-A-Ride

The General Public Dial-A-Ride (also known as Dial-A-Ride) service is a curb-to-curb demand response service that is open to the general public and uses Type II vehicles. The service operates Monday through Friday from 6:00 a.m. to 6:00 p.m. for individuals with trips in San Benito County within the service area. Reservations may be made 14 days in advance or on the same day the reservation is placed. Same day service is subject to availability and a \$1.00 convenience fee. RouteMatch software and hardware is made available to the contractor by the LTA for automated dispatching.

Weekend Dial-A-Ride service operates from 9:00 a.m. to 4:00 p.m. It is open to the public and uses Type II vehicles. The service is open to individuals in San Benito County within the service area. Weekend trips may only be reserved from 9:30 a.m. Monday to ~~14:00~~14:00 p.m. Thursday-Friday during the week of the trip. The round trip to and from the destination must be reserved at the same time. ~~No dispatchers are on duty during weekends; drivers handle dispatch duties in between trips.~~

Although there is no same day service for weekend DAR since trips are booked in advance during the week from Monday at 9:30 a.m. to Friday at 4:00 p.m., LTA will require a part time dispatcher on the weekends to address customer service needs. These duties will include answering the phone system at the LTA facility, processing cancellations, advising customers the location of their bus, and providing trip planning assistance for riders of the weekend Intercounty service. A dispatcher will be at the LTA facility eight hours a weekend with the hours split between Saturday and Sunday. How the hours are split between the two days will be determined during contract negotiations. Weekend cancellations and no shows are treated the same as during the week.

Intercounty

The Intercounty services are comprised of three routes: Gavilan, Caltrain, and Greyhound. All of the routes travel from San Benito County to the City of Gilroy in Santa Clara County.

The Intercounty Gavilan (Gavilan) service operates Monday through Friday and uses Type II and 25+ passenger vehicles depending on the time of day. The route travels from the City of Hollister through the City of San Juan Bautista to Gavilan College in the City of Gilroy. The Gavilan service operates on a full schedule when Gavilan College is in session and limited service operates during the off-season. The Gavilan service also has a holiday schedule.

The Intercounty Caltrain (Caltrain) service operates Monday through Friday and uses Type II vehicles. The route travels from the City of Hollister through the City of San Juan Bautista to Gavilan College and then to the Caltrain Station in the City of Gilroy. The Caltrain service meets three trains in the early morning and three trains in the evening. The last evening run from the Caltrain station does not leave until Caltrain has arrived. As a result, the schedule may be delayed to accommodate late arriving trains.

The Intercounty Greyhound (Greyhound) service operates only on Saturdays and Sundays uses a Type II vehicle. The route travels from the City of Hollister through the City of San Juan Bautista to the Greyhound Station in the City of Gilroy.

2.4.2 Specialized Transportation

The LTA also provides three specialized transportation services: out-of-county non-emergency medical transportation, senior lunch programs, and a medical-shopping assistance program. The ST Contractor collects and retains fares paid by ST passengers. An amount equal to the fares retained by the Contractor is deducted from the amount owed to the contractor by the LTA. Below is a brief description of each of the services:

Out-of-County Non-Emergency Medical Transportation (OOCMT)

The OOCMT service provides seniors and persons with disabilities, who reside in San Benito County, with transportation outside of the county for medical services that are not available in San Benito County. The service area goes as far south as the City of Salinas in Monterey County and as far north as the City of Palo Alto in Santa Clara County.

Some of the clients may require the driver to provide escort services through the door of their residence or the medical facility. Minor Spanish translation services may be provided by the driver for the client at the front desk.

The OOCMT service operates Monday through Saturday and the hours of service vary depending on the clients' destination and appointment schedule. Trip reservations must be scheduled at least 48 hours in advance and a subscription service is available to those that require regularly scheduled medical treatments (i.e. dialysis, chemotherapy, etc.)

OOCMT fares are shown below.

Out-of-County Non-Emergency Medical Transportation Zone Fares			
Zone	Distance from Hollister	Cities in Zone	Fare
Zone 1	0 to 15 miles	Gilroy	\$2.00 one way
Zone 2	16 to 30 miles	Watsonville, Salinas, and Morgan Hill	\$3.00 one way
Zone 3	31 to 45 miles	Monterey, Santa Cruz, and San Jose	\$4.00 one way
Zone 4	45 to 65 miles	Palo Alto	\$5.00 one way

Senior Lunch Program Transportation (SLPT)

The Senior Lunch Program Transportation service primarily serves seniors who participate in the Senior Lunch Program available in the City Hollister at the Community Center at 300 West Street. The clients have lunch and also participate in the recreational activities at the community center.

The service operates Monday through Friday between 10:00 a.m. and 2:00 p.m. Reservations may be scheduled 24 hours in advance and a subscription service is available. Some clients may require the driver to provide through door escort services because of their physical condition.

No fare is charged for the Senior Lunch Program Transportation.

Medical-Shopping Assistance Program (MSAP)

The Medical-Shopping Assistance Program primarily serves seniors over the age of 60 and persons with disabilities residing in San Benito County. The service provides transportation, escort, and minor Spanish translation for clients at in-county medical appointments, banks, grocery stores, and pharmacies.

The service operates Monday through Friday and the hours of service vary depending on the clients' appointments and destination. Trip reservations must be made at least 48 hours in advance and priority is given to individuals residing in the more rural areas of San Benito County.

The fare for MSAP service is \$1.25 for a one-way trip.

2.4.3 Facilities and Vehicles

County Express Maintenance and Operations

County Express revenue vehicles are maintained by LTA staff at the LTA's transit maintenance facility located at 3240 Southside Road in Hollister, California. The LTA provides fuel for CE revenue vehicles at that facility. The contractor(s) is responsible for fueling the vehicles.

CE administrative and operations functions are housed at the transit maintenance facility. The facility has a dispatch area with a customer service counter, general manager office, supply closet, restrooms, driver break room, fare reconciliation room, and parking for LTA vehicles and personal vehicles of contractor's employees. A floor plan of the dispatch area has been included in Appendix C.

Specialized Transportation Maintenance and Operations

Specialized Transportation revenue vehicles are maintained by LTA staff at the LTA's transit maintenance facility, located at 3240 Southside Road in Hollister, California. The LTA provides fuel for ST revenue vehicles at the transit facility. The contractor(s) is responsible for fueling the vehicles.

The LTA does not provide administrative or operations facilities for ST. Proposers for ST would be responsible for securing office space for administrative and operations functions. The office space must be ADA compliant and located in San Benito County. Proposed office space locations must be identified in the proposal for the LTA to evaluate.

Revenue Vehicles

Peak pull out of vehicles for CE is eight (8) and for ST is four (4). LTA will provide 20 revenue vehicles for County Express operations and 6 revenue vehicles for Specialized Transportation. A detailed list of vehicles may be found in Appendix C: LTA Vehicle Facility and Equipment List. Contractor(s) will be responsible for exterior and interior cleaning of all vehicles for County Express and/or Specialized Transportation.

Stops and Shelters

LTA will provide, install, relocate and remove bus stop signage as needed. The County Express Contractor is responsible for maintaining all bus stops, signage, and bus stop shelters. Maintenance duties at bus stops include, but are not limited to: debris and garbage removal from bus stops and shelters, graffiti removal, etc. The Contractor will be responsible to reimburse the LTA for the cost of repairs or replacements of signage, shelters or other street furniture damaged by the Contractor.

2.4.4 Marketing and Outreach

LTA is responsible for updating, printing, and distributing brochures that provide detailed route and schedule information. Contractor shall ensure that brochures are available on-board transit vehicles.

3 GENERAL CONDITIONS

3.1 Proposal Options

~~A~~ Proposals may be submitted for ~~each~~ any of the following options subject to the requirements of this section:

~~Option 1A: Operate CE as a stand-alone service independent of ST.~~

~~Option 1B: Operate CE as a stand-alone service independent of ST or operate CE and ST as a combined service under one contract.~~

~~Option 2A: Operate ST as a stand-alone service independent of CE.~~

~~Option 2B: Operate ST as a stand-alone service independent of CE or operate ST and CE as a combined service under one contract.~~

~~Option 3: Operate CE and ST as a combined operation under one contract.~~

~~Option 1: Operate CE as a stand-alone service independent of ST~~

~~Option 2: Operate ST as a stand-alone service independent of CE~~

~~Option 3: Operate CE and ST as a combined operation under one contract~~

~~Proposals may also be combined as follows subject to the requirements of Section 5:~~

~~• A proposal may be submitted for the operation of CE as a stand-alone service in addition to a Proposal to operate the CE and ST services together as a combined system if awarded a contract to operate CE (Option 1A)~~

~~• A proposal may be submitted for the operation of ST as a stand-alone service in addition to a Proposal to operate both services together as a combined system if awarded a contract to operate ST.~~

The requirements for submittal of proposals are described in Section 5 and summarized in Table 1 in that Section.

3.2 Contract Award Alternatives

The LTA reserves the right to award:

a. Contracts to separate firms to operate CE and ST based on the individual proposals submitted for each service under Options ~~A~~ 1 and ~~2A~~.

~~b. Contracts to one firm to operate both CE and ST, independent of each other, on the basis of individual proposals submitted for each service under Options 1 and 2~~

~~e.b.~~ One contract to operate both CE and ST services in a combined operation on the basis of a proposal submitted under Option 1B, Option 2B and/or Option 3

3.3 Limitations

Issuance of this RFP does not commit the LTA to award a contract, to pay any costs incurred in the preparation of proposals in response to this request, or to procure or contract for services or supplies. The LTA reserves the right to reject any and all proposals or to waive any irregularity

or informality in any proposal or in the RFP process and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The LTA reserves the right to withdraw this RFP at any time without prior notice. Further, the LTA reserves the right to modify the RFP schedule described herein.

3.4 Effective Period of Proposals

Proposals must represent a firm offer, which will remain in effect for one hundred eighty days (180) days from the designated date of receipt of proposal(s), unless mutually extended. No compensation will be made to firms for proposal preparation, interviews, or other proposal costs.

3.5 Addenda

Any changes to the RFP requirements will be made by written addenda issued by the LTA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. It is the proposers' responsibility to check the LTA's website (www.SanBenitoCountyExpress.org) for the most current information and addenda available. The last addendum will be posted on the website no later than 5:00 p.m., PDT, July 13, 2018.

3.6 Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the LTA shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

3.7 Pre-Contractual Expenses

Pre-contractual expenses include any expenses incurred by proposers and selected Contractor(s) in:

- Preparing proposals in response to this RFP.
- Submitting proposals to the LTA.
- Negotiations with the LTA on any matter related to proposals.
- Other expenses incurred by a Contractor or proposer prior to the date of award of any agreement.

The LTA shall not be liable for any pre-contractual expenses incurred by any proposer or selected Contractor(s). Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The LTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this procurement process.

3.8 Audit

The LTA reserves the right to make a pre-award audit of the selected proposer's proposed fees, rates, and costs to determine if they are fair and reasonable.

3.9 Withdrawal/Modification of Proposals

Any proposer may withdraw its proposal by written request at any time prior to the deadline for submittal of proposals. Unless otherwise specifically requested by the LTA, proposal modifications will be accepted only prior to the deadline for receipt of proposals at LTA's office and only in hard copy.

3.10 Proposals Not Returned after submittal

No proposal shall be returned after the date and time set for opening thereof.

3.11 Waiver

In submitting a proposal the proposer affirms that he/she has sufficiently informed himself/herself in all matters affecting the provision of the services specified, that he/she has checked his/her proposal for errors and omissions; that the price stated in his/her proposal is correct and as intended by him/her and is a complete and correct statement of his/her price for providing the services described in this RFP and as such services may have been modified in the proposal.

3.12 Use of Proposal Forms

Proposals must be submitted in the format required. Proposals submitted in any other form may be considered non-responsive and may be rejected.

3.13 Use of Subcontractor

If the proposal consists of a "prime" contractor and one or more subcontractors, the proposer shall identify the subcontractors in the areas of their responsibility; but the LTA will enter into an agreement only with the prime contractor who shall be responsible for all services required by the attached agreement.

3.14 Exceptions and Alternatives

Any Proposer desiring a revision to this RFP or any document included therein, prior to the Proposal Due Date, must submit a request prior to the deadline for receipt of such requests as set forth in Section 1.7. Questions and requests for clarification not submitted as required will not be considered.

Requests limited solely to the draft Agreement or Scope of Work may also be submitted as specified in Section 5.6.4, Question 21. Requests not submitted as required will not be considered. Approval of such requests will be granted at LTA's sole discretion.

LTA reserves the right to initiate negotiations for changes to the draft Agreement or Scope of Work at any time its sole discretion.

3.15 Rejection of Proposals

Any proposal that fails to meet the requirements of the RFP will be cause for rejection of the proposal. The LTA may reject any proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The LTA reserves the right to reject any and all proposals without cause.

Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the LTA, such information was intended to mislead the LTA in its evaluation of the proposal, it will be cause for rejection of the proposal.

3.16 Performance Bonds/Security

A performance bond or other surety acceptable to the LTA in the amount of TEN PERCENT (10%) of the annual AGREEMENT price is required. The Performance Bond or other approved surety shall be received by the LTA within fifteen (15) working days of the approval by the LTA Board of Directors of any contract that may be awarded through this RFP process.

3.17 Protest Procedures

LTA's protest procedures are attached hereto as Appendix E.

3.18 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether expressly referred to herein or not.

By submitting a proposal, the Proposer certifies that it will comply with all federal laws and requirements, including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, and other laws and regulations applicable to contracts utilizing federal funds.

3.19 Ethics in Public Contracting

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the LTA or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the LTA.

The proposer's attention is called to the fact that a proposal is not completely executed and will not be considered for any purpose unless the non-collusive affidavit referenced in Section 5, Proposal Requirements, is completely and correctly executed and submitted with the proposal.

If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the Agreement so awarded shall be null and void and the proposer shall be liable to the LTA for all loss or damage which the LTA may suffer thereby, and the LTA may advertise for a new Agreement for the services contemplated herein.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has an interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

3.20 Proposals shall be Available for Public Inspection

Before award of the contract, all Proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

3.21 Contract Incorporation

Proposers should be aware of the contents of their proposals as well as the terms and conditions of this RFP, which shall become a part of the subsequent contract between the LTA and the successful proposer. Any modifications to the sample Agreement or Scope of Work must be submitted with Proposer's proposal as required by Section 5.6.4 Question 21 and approved by the LTA. Failure or refusal of a proposer to accept the duties and obligations reflected in the draft Agreement or Scope of Work may result in the rejection of its proposal or cancellation of

any award. Any damages accruing to the LTA as a result of a proposer's failure or refusal to execute a contract with the LTA, if awarded the contract, may be recovered from the Contractor.

4 PROPOSAL EVALUATION, SELECTION AND CONTRACT AWARD

4.1 General

4.1.1 Staff Recommendation

LTA staff will make a recommendation for award of contract to the LTA Board of Directors. The LTA reserves the right to award the contract based upon initial written proposals and without oral briefings or discussion. In the event that the contract is not awarded without oral briefings or discussion, the recommendation will take place through the multi-phase process described below. Staff will recommend the firm that: a) falls within a competitive range (described in Phase I), and b) receives the highest evaluation in Phases II, III and IV (based on original proposal, interviews, negotiations, and best and final offer). The LTA's Board of Directors will make the final determination of contract award.

4.1.2 Selection Committee

A Selection Committee composed of LTA staff and, potentially, representatives from other transit agencies or members of the Board of Directors, will evaluate all proposals within the competitive range utilizing the proposal evaluation criteria listed in Section 4.3.

4.1.3 Right to Make a Selection

The LTA reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

4.1.4 Reject Proposals, Waive Irregularities

The LTA reserves the right to reject any or all proposals, to waive any requirements, both the LTA's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the LTA to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate at its absolute discretion, the proposal of each proposer, so as to select the proposer that best serves the requirements of the LTA, thus ensuring that the best interests of the LTA will be served. A proposer's past performance, and the assurance that it will provide service as stipulated, will be taken into consideration as part of the proposal evaluation process.

4.1.5 Investigations of Proposers, Misrepresentation by Proposers

The LTA may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the LTA all such information and data for this purpose as the LTA may request. The LTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the LTA that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or the proposal of any proposer who has previously failed to perform properly, or complete

on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the LTA in the proposer's submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal is material shall be made in the exercise of the LTA's sole discretion. The LTA expressly reserves the right to reject the proposal of any entity in default on the payment of taxes, licenses, or other moneys due the LTA.

4.1.6 Background Inquiries

The LTA reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal to the LTA, the proposer consents to such an inquiry and agrees to make available to the LTA such books and records as the LTA deems necessary to conduct the inquiry.

4.1.7 Clarifying Information

The LTA may request clarifying information from proposers on an individual or collective basis at any time during the screening and selection process. Clarification may be requested via telephone or email; responses are expected by LTA the following day. Failure to respond to a request for clarification may result in disqualification of a proposal.

4.2 Proposal Evaluation Procedure

4.2.1 Phase I – Initial Review of Proposals

LTA staff will review all proposals to determine those that are responsive and meet the minimum qualifications described in Section 1.4. Proposals that do not meet the minimum qualifications, are incomplete, or improperly formatted, will be considered non-responsive and will be rejected.

4.2.2 Phase II – Determining Proposals within the Competitive Range

All responsive proposals meeting the minimum qualifications will be evaluated by the Selection Committee using the evaluation criteria described in Section 4.3 to determine proposals that are within a competitive range.

4.2.3 Phase III – Proposer Interviews

The highest ranked 3-5 firms within the competitive range will be invited to interview with the Selection Committee and be given an opportunity to clarify their proposal, present additional appropriate materials that will assist the Selection Committee's evaluation process and answer questions from the Committee. At a minimum, the proposed General Manager, Safety/Training Manager, and the Regional Manager should attend. If the firm does not have a Regional Manager, the General Manager's immediate supervisor may be substituted. Interviews will be with the proposed personnel intended to work only on the LTA contract; substitutions or replacement of

any personnel interviewed within the first year of the contract without consulting LTA shall be viewed as a violation of the contract and will result in penalties. Failure to provide the requested personnel for the interview may reflect negatively on the proposer. At the conclusion of each interview, areas for proposal improvement and/or clarification may be identified by Committee members for the benefit of proposers.

4.2.4 Phase IV – Best and Final Offers

During or after the interviews have concluded, LTA may, if determined by LTA to be in the best interest of LTA, request proposers to submit their best and final offers in a format and manner specified by LTA.

4.2.5 Phase V – Final Determination of Proposal Scores

Using the evaluation criteria described in Section 4.3, the Selection Committee will determine the score for each proposer based on the proposal, interview, clarifying information LTA may request, and best and final offer. Weighted scores from all Committee members will then be added to determine which proposal has the highest score.

4.3 Proposal Evaluation Criteria

Proposals will be scored utilizing the criteria presented below. A total of 110 points are possible.

4.3.1 Technical Proposal (34 points possible)

- a. Understanding of requirements as reflected by proposal.
- b. Operations approach - organization of the transit system's operation, method of providing relief drivers, handling of absenteeism, method of service quality monitoring, method of bus cleaning, provision of customer service and dispatching, number of employees at driver, dispatcher, customer service, supervisory and bus cleaning positions.
- c. Assurance of uninterrupted service in the event of driver shortages.
- d. Training and safety programs.
- e. Transition plan and procedures demonstrating the ability to transition smoothly from the existing contractor to the selected proposer, continuity of system from passenger's viewpoint, continuity of system operations knowledge to ensure minimal LTA staff effort during transition.
- f. Utilization of current drivers, dispatchers and supervisors, and proposed wage and benefit levels for employees.
- g. The firm's apparent ability to recruit and retain quality employees as indicated by the proposal.
- h. Innovative approaches to providing high quality service

4.3.2 Proposed Personnel (27 points possible)

Qualifications of proposed on-site manager and other critical management personnel.

4.3.3 Experience and Qualifications of Proposer (16 points possible)

- a. Apparent level of corporate support for local operations.
- b. Company experience with similar transit services.
- c. Financial stability.
- d. Prior safety record.

- e. References.
- f. Other services proposer would make available to LTA at no charge.
- g. For ST proposals only - Proposers apparent knowledge of local issues, organizations, and services available to individuals likely to be ST consumers.

4.3.4 Cost Proposal (22 points possible)

- a. Proposed price.
- b. How LTA's cost would be affected by any other aspect of proposal.
- c. How costs are distributed among various components of the proposed services to be provided.
- d. Other services proposer makes available to LTA and the cost of said services.

4.3.5 Does the Firm Intend to Retain the Existing Contractor's Employees Consistent with California Labor Code Sections 1070-1074? (10 points if Yes, 0 points if No)

4.4 Negotiations with Proposer(s)

The LTA reserves the right to negotiate all elements that comprise the proposal(s) submitted by the proposer(s) in the competitive range to ensure the best possible consideration for all concerned. Only the LTA has the right to initiate negotiations. Negotiations will not be initiated at the request of any Proposer.

4.5 Execution of Agreement

After the LTA, at its sole discretion, determines that contract negotiations are concluded, and within ten (10) calendar days after the final Agreement offered is personally delivered to the selected proposer or placed by the LTA in the U.S. Mail postage prepaid, the proposer to whom the contract is offered shall execute and deliver the Agreement to the LTA in such number of counterparts as the LTA may require.

If the proposer to whom the award is made fails to enter into the Agreement as herein provided, the LTA may annul the award.

After LTA staff receives the fully executed agreement from the selected proposer, a staff recommendation will be made to the LTA Board of Directors for award of the contract to the selected proposer.

5 PROPOSAL REQUIREMENTS

5.1 Proposal Options

Proposals may be submitted for ~~each~~ any of the following options subject to the requirements of this section:

~~Option 1A: Operate CE as a stand-alone service independent of ST.~~

~~Option 1B: Operate CE as a stand-alone service independent of ST or operate CE and ST as a combined service under one contract.~~

~~Option 2A: Operate ST as a stand-alone service independent of CE.~~

~~Option 2B: Operate ST as a stand-alone service independent of CE or operate ST and CE as a combined service under one contract.~~

~~Option 3: Operate CE and ST as a combined operation under one contract.~~

~~Option 1: Operate CE as a stand-alone service independent of ST.~~

~~Option 2: Operate ST as a stand-alone service independent of CE.~~

~~Option 3: Operate CE and ST as a combined operation under one contract.~~

Proposals may also be combined as follows subject to the requirements of this section:

- A proposal may be submitted for the operation of CE as a stand-alone service in addition to a Proposal to operate the CE and ST services together as a combined system.
- A proposal may be submitted for the operation of ST as a stand-alone service in addition to a Proposal to operate both services together as a combined system.

~~A separate proposal shall be submitted for each Option or combination of Options for which the proposer wishes to be considered for award of a contract. Proposals that involve a combination of the available options are subject to additional submittal requirements as described in this Section.~~

At its sole discretion, LTA may award a contract(s) for the Option(s) it believes best suits the needs of LTA.

Additional information is required where more than one Option is submitted to enable the Selection Committee to properly evaluate the benefits and costs of proposals for a combined operation with proposals to operate only one of the services.

Table 1 shows the information required to be submitted for each proposal option.

5.2 General Requirements

Proposals should be brief and concise. Lengthy narrative is discouraged. Proposals should not include any unnecessarily elaborate or promotional material. Note that the Scope of Work contains minimum requirements for some areas which should be addressed in proposals. Sufficient detail must be provided for the Selection Committee to score proposals accurately. All requested information must be supplied. Failure to submit a complete proposal shall be grounds for a determination of non-responsiveness.

Informational material proposer believes to be significant in support of its proposal may be included at the end of its proposal as described in Section 5.6.7.

5.3 Proposal Copies and Packaging

One copy of each proposal shall be submitted with original signatures. Eight copies of each proposal (1A, 1B, 2A, 2B, ~~or 3A or 3B~~, as described later in this RFP) shall also be submitted. Proposals shall be submitted in 3-ring binders as required in Section 5.4. ~~All proposals submitted for an Option shall be placed in container(s) separate from proposals submitted for other options.~~ The Proposal Option number, the firm's name and "San Benito County Local Transportation Authority" shall be clearly marked on each container.

A copy of each proposal shall be submitted on a USB flash drive/thumb drive.

5.4 Mandatory Proposal Format

Each proposal shall be formatted as described below. Proposals not formatted as required may be considered non-responsive.

Each proposal shall be bound in three ring binders. The following information shall be displayed in the specified font style and size on the covers of the binders:

- Proposal Option (insert option number) – Arial black size 44
- Firm Name – Arial black size 36
- San Benito Local Transportation Authority – Arial black size 24

Proposals shall:

- a. Be typed using 12-point size font for the body of the text and appropriate font size for headings at proposer's discretion
- b. Be submitted on 8 1/2"x 11" paper.
- c. Include the Proposer's name and Proposal Option selected in each pages' footer as appropriate.
- d. Use both sides of the paper as appropriate.
- e. Be organized in the exact order described in Sections 5.6.
- f. Use numbered/lettered, tabbed dividers to clearly indicate the location of proposer's responses to each information item requested and to separate the major sections of the proposal from one another.
- g. Questionnaire responses shall be tabbed as described in Section 5.6.4.

5.5 Proposed Price and Cost Information

Vehicle Revenue Hours

Proposed Prices and Costs shall be based on the operation of the following number of revenue vehicle hours for CE and ST consistent with the requirements of the Agreement (Section 6) and the Scope of Work appropriate to the service(s) for which a proposal is being submitted (Section 7):

- CE: 22,900 Vehicle Revenue Hours
- ST: 6,700 Vehicle Revenue Hours

Fixed Rate plus Hourly Rate

Prices are requested for payment to be made by the LTA to the successful firm in a two-part payment process described as follows:

1. Payment of an agreed upon fixed rate per month regardless of revenue vehicle hours operated, PLUS,
2. Payment for the number of revenue vehicle hours operated during the billing period determined by an agreed upon rate per revenue vehicle hour.

5.6 Instructions for All Proposals

Each proposal shall include documents, information and completed forms as described in this Section and summarized in Table 1. Where necessary or requested, proposals shall reference Option numbers that correspond to those shown in Table 1 (1A, 1B, 2A, 2B, 3A or 3B). These options are briefly described below.

Option 1A CE Alone: Operate CE as a stand-alone service independent of ST.

Option 1B CE or Both: Operate CE as a stand-alone service independent of ST or operate CE and ST as a combined service under one contract.

Option 2A ST Alone: Operate ST as a stand-alone service independent of CE.

Option 2B ST or Both: Operate ST as a stand-alone service independent of CE or operate ST and CE as a combined service under one contract.

Option 3A CE/ST Together: Operate CE and ST as a combined operation under one contract.

~~Option 3B (Allocated Costs): An Option 3B submittal is required if a firm submits proposals to operate CE and ST as stand-alone services. The purpose of this submittal is to describe for LTA the benefits that would be realized if one firm were to be awarded contracts for the operation of both CE and ST.~~

Firms submitting proposals for more than one Option shall submit all required information for each Option submitted as summarized in Table 1. Each Option's proposal shall be a stand-alone document. Unless otherwise indicated, references made to items included in other option submittals will not suffice in lieu of the inclusion of required documents or narrative.

Table 1

	<u>Option 1 County Express</u>		<u>Option 2 Specialized Transportation</u>		<u>Option 3</u>
	<u>Option 1A Stand Alone No ST Proposal</u>	<u>Option #1B Combined Service</u>	<u>Option 2A Stand Alone No CE Proposal</u>	<u>Option #2B Combined Service</u>	<u>Combined Services ONLY</u>
<u>Cover Letter</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>
<u>Table Of Contents</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>
<u>Questions 1-28 Only 1 set of answers need to be submitted</u>	<u>CE answers only</u>	<u>If different from 1A answer, add a second answer for combined</u>	<u>ST answers only</u>	<u>If different from 2A answer, add a second answer for combined</u>	<u>Combined answers only</u>
<u>Question 29</u>	-	<u>XX</u>	-	<u>XX</u>	<u>XX</u>
<u>Form A-1 Price CE only</u>	<u>XX</u>	<u>XX</u>	-	-	-
<u>Form A-2 Price ST only</u>	-	-	<u>XX</u>	<u>XX</u>	-
<u>Form A-3 Price Combined</u>	-	<u>XX</u>	-	<u>XX</u>	<u>XX</u>
<u>Form A-4 Option B=2 forms</u>	<u>CE only</u>	<u>Two forms CE and Combined Service</u>	<u>ST only</u>	<u>Two forms ST and Combined Service</u>	<u>XX</u>
<u>Form A-5 Option B=2 forms</u>	<u>CE only</u>	<u>Two forms CE and Combined Service</u>	<u>ST only</u>	<u>Two forms ST and Combined Service</u>	<u>XX</u>
<u>Form A-6 Option B=2 forms</u>	<u>CE only</u>	<u>Two forms CE and Combined Service</u>	<u>ST only</u>	<u>Two forms ST and Combined Service</u>	<u>XX</u>
<u>Form A-7 Option B=2 forms</u>	<u>CE only</u>	<u>Two forms CE and Combined Service</u>	<u>ST only</u>	<u>Two forms ST and Combined Service</u>	<u>XX</u>
<u>Forms B-1 to B-8 One set forms only</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>	<u>XX</u>

	Required Proposal Content					
	COUNTY EXPRESS		SPECIALIZED TRANSPORTATION		COMBINED OPERATION OF CE & ST	
	Option 1		Option 2		Option 3	
	A	B	A	B	A	B
	Required for Option 1 if no Proposal will be submitted for Option 3	Required for Option 1 if a Proposal will also be Submitted for Option 3	Required for Option 2 if no Proposal will be submitted for Option 3	Required for Option 2 if a Proposal will also be Submitted for Option 3	Stand Alone Combined Operation Proposal. (Operation of Both Systems)	Combined Operation Proposal In Addition to Complete Proposals for Options 1 & 2
Cover Letter	XX	XX	XX	XX	XX	XX
Table Of Content	XX	XX	XX	XX	XX	
Questions 1-28	XX	XX	XX	XX	XX	
Question 29		XX		XX		XX
Form A-1	XX	XX				
Form A-2			XX	XX		
Form A-3					XX	XX
Form A-4	XX	XX	XX	XX	XX	XX
Form A-5	XX	XX	XX	XX	XX	XX
Form A-6	XX	XX	XX	XX	XX	XX
Form A-7	XX	XX	XX	XX	XX	XX
Forms B-1 to B-8	XX	XX	XX	XX	XX	

As shown in Table 1, the following requirements apply to Proposals that may be submitted:

- a. Proposals submitted to operate CE only, as a stand-alone service, must include the documents required under Option 1A.
- b. Proposals submitted to operate CE only, as a stand-alone service, or as part of a contract to operate both CE and ST as a combined service, shall include a Proposal containing all items required under Option 1B. ~~plus a proposal for the combined operation of both CE and ST containing all documentation required under Option 3A. Any responses to questions 1-28 must include a second answer for combined service if it is different from the response for CE only. Under these responses include headings "CE Only" and "Combined Only". Forms A-4 to A-7 must be filled out for both CE only and combined service.~~
- c. Proposals submitted to operate ST only, as a stand-alone service, must provide the documents required under Option 2A.
- d. Proposals submitted to operate ST only, as a stand-alone service, or as part of a contract to operate both CE and ST as a combined service, ~~shall submit a Proposal containing all items required under Option 2B plus a proposal for the combined operation of both CE and ST containing all documentation specified under Option 3A. Any responses to questions 1-28 must include a second answer for combined service if it is different from the response for ST only. Under these responses include headings "ST Only" and "Combined Only". Forms A-4 to A-7 must be filled out for both ST only and combined service.~~
- e. Proposals submitted to operate CE and ST only as part of a combined service under a single contract shall include the documentation required under Option 3A.
- f. ~~Proposals submitted to operate both ST and CE as stand-alone operations must be accompanied by a proposal containing the documentation required under Option 3B.~~

5.6.1 Order of Inclusion of Requested Items in Proposals

Proposals shall address all items requested in the following sections and be presented in the proposal in the exact order shown below.

5.6.2 Cover Letter

Each proposal shall include a cover letter that identifies, at the top of the letter, the Option (1A, 1B, 2A, 2B, ~~or 3A or 3B~~) for which the proposal is submitted. The letter must also contain the proposing firm's name, address and telephone number. The letter shall provide the following information: name, title, address and telephone number of an individual with authority to bind the Contractor and who may also be contacted during the period of proposal evaluation.

The cover letter shall provide a statement that the proposal is valid for a minimum period of 180 days subsequent to the RFP closing date.

The cover letter shall include the original signature of the individual authorized to negotiate on behalf of and to contractually bind the proposer.

5.6.3 Table of Contents

Each information item required in Table 1 shall be listed in the Table of Contents along with the associated tab number.

5.6.4 Questionnaire

Responses to each question included below shall be provided in the manner specified herein. For each response to a question, on the page following the question divider tab, the question posed by the RFP must be located at the top of the page followed by the proposer's response. Only one question may be addressed following each divider tab.

Question 1

Describe your firm's general management philosophy at the corporate and local level for operation of service(s) similar to that for which your firm wishes to be considered.

Question 2

Describe your firm's corporate/regional organizational structure and the resources that will be available to support the intended service or services. Be specific regarding level of effort, staffing, location, etc.

Question 3

Describe how your proposed operation would be organized at the local level in San Benito County. With your answer, include an organization chart indicating all job classifications in the organization and the number of employees (split between full-time and part-time) that would be used in each job classification. Provide a brief description of the duties of each position. At a minimum, the chart and description should address the following positions or position equivalents: ~~Site General Manager, Operations Manager/Lead Dispatcher, Safety and Training Manager, Supervisor/ Dispatcher, Road Supervisor, Customer Service Specialist, and Bus Drivers and administrative support personnel or any other personnel included in your proposal.~~ Provide any information that would assist in determining the quality of the proposed organizational approach.

Question 4

For each job classification shown in the organization chart submitted for Question 1 above, list the proposed wages for each position utilizing Form A-4 in Appendix A, titled Labor Wages. CONTRACTOR shall certify in its response to this question that it will not lower the stated wage rates during the term of the agreement either for employees of the existing contractor or for employees hired after the agreement becomes effective.

Question 5

Specifically identify and describe the experience and qualifications of the proposed Site Manager, Operations Manager and Safety & Training Manager. In addition to concise descriptions of the experience and qualifications for these individuals, one-page resumes for these individuals must be included in the response to this question. Identify references (including phone numbers) who can verify experience.

Question 6

Declare whether or not your firm would retain the employees of the prior contractor for a period of not less than 90 days, consistent with California Labor Code Sections 1070-1074. (As required by law, LTA will give a ten percent (10%) preference to any proposer who agrees to retain the non-exempt employees of the prior contractor.)

Beyond said 90-day period, describe how you intend to utilize the current contractor's drivers, dispatchers, supervisors and other employees. What consideration, if any, would be given to seniority among existing contractor's employees.

Question 7

- a) Describe your firm's proposed program to accommodate "no shows," absenteeism, vacation and turnover of employees. What assurance does the LTA have that there will be no missed runs due to a lack of employees.
- b) Provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards.

Question 8

Describe how your firm will monitor service quality.

Question 9

Describe your methodology for assessing on-time performance. Discuss your approach to ensuring the validity of data collected throughout this process.

Question 10

Describe procedures proposed to ensure the LTA staff is kept informed of project developments.

Question 11

Describe the proposed bus cleaning operation including, at a minimum, person-hours devoted to cleaning, investment in cleaning equipment and supplies. Does your firm intend to subcontract out for bus cleaning? Describe specifically how your firm will monitor bus cleaning and ensure compliance with the Scope of Work if deficiencies are discovered during monitoring procedures.

Question 12

Describe your firm's proposed customer service component. Which personnel will handle telephone and over-the-counter information? Verify in your answer that one individual will be available to provide bus information in Spanish during weekday office hours.

Question 13

Describe specific experience with RouteMatch dispatch software.

Question 14

Describe the proposed ongoing safety program.

Question 15

Describe your experience collecting, record keeping and reporting to your clients- [\(i.e. the contracting agency or LTA\)](#) the data necessary for them to comply with National Transit Database reporting requirements and Federal Transit Administration drug and alcohol testing reporting requirements.

Question 16

The Contractor shall be responsible for all fare collection and reconciliation activities, safeguarding and depositing all fare revenues in a dedicated account as directed by the LTA, and for all fare/revenue reporting. Discuss your approach to ensuring funds will not be stolen, pilfered or misplaced and ensuring the validity of data collected throughout this process.

Question 17

Briefly, outline the proposed driver training program for new drivers and retraining program for veteran drivers. Included at a minimum must be an outline of the topics covered, the time devoted to each topic, the number of classroom hours, the number of behind-the-wheel hours with trainers only, the number of driving hours in regular service with a trainer or instructor, the amount of time devoted to training on ADA compliance and disability sensitivity and awareness, the amount of time devoted to customer relations training, and the amount of time spent training with each type of vehicle in LTA's fleet. In addition to the above, a complete detailed description of the driver-training program and/or driver handbook may be submitted under section 5.4.6. Supplemental Information Proposer Wishes to Provide.

Question 18

Provide a transition plan in sufficient detail to describe how the transition would occur during a change in contractors, including a timeline showing significant milestones. The plan should include, at a minimum, an overview of the start-up approach including an implementation schedule outlining the steps to be taken and timing up to the point of the beginning of the operation of the service. The plan should indicate how the firm proposes to ensure that, during the transition from the current contract to the new contract, transit service will be provided in a continuous, uninterrupted and apparently seamless manner and that the breadth of system knowledge among employees is no less than that possessed by employees prior to the beginning of the new contract. Describe how the proposer's knowledge of the intricacies of the CE and/or ST services will be sufficient to ensure that LTA staff will not need to spend time educating the proposer's staff on such matters.

Question 19

Discuss any agreements you might have reached with the current union. If your firm has not reached agreements with the current union, your firm may include a brief description of other successful agreements reached with unions on other contracts.

Question 20

List the experience your firm has providing and/or managing publicly funded transportation service similar to that provided by CE and/or ST (the experience should be relevant to the service for which the proposal is submitted). For each service listed, provide dates of service, annual revenue vehicle hours, number and type(s) of vehicles, annual ridership and the name, telephone number and email address of responsible individuals who can verify service.

Question 21

List any exceptions you request to the draft Agreement and/or Scope of Work. Exceptions not described in reply to this question will not be considered at a later date unless initiated by LTA staff.

Question 22

List any service, program, resource, new or creative idea or proposal detail not mentioned earlier that would be of benefit to the LTA and would be available to the LTA at no additional charge.

Question 23

List and price any other items you propose to offer as an option in addition to the items required by the RFP, the Agreement and the Scope of Work.

Question 24

Describe the medical (including prescription coverage), dental and vision benefit packages to be provided to employees. Show the cost of these benefits in Appendix A, Form A-5. Provide the following information for each of the three types of benefits:

- a. Name of plan

- b. Description of plans key benefits
- c. Cost to employees for plan for employee only and for employee plus dependents
- d. Deductible to be paid by employee and/or co-pays required
- e. Annual cost to proposer per employee to provide the benefit
- f. Indicate if the benefit would be available to part-time employees and how the benefit and/or its cost to part-time employees would differ from that provided to full-time employees.

Question 25

Describe proposer's intended retirement plan, vacation leave, sick leave, holidays, life insurance coverage, and other benefits. Show costs attributed to the benefits in the appropriate form included in Appendix A, Form A-5.

Question 26

Has your firm applied for credit protection under any bankruptcy proceedings over the past five years? (Answer "yes" or "no." If the answer is "yes," give details.)

Question 27

Is there any recent, current or pending litigation involving transit services operated by your firm due to accidents that have resulted in death or serious injury? ("Recent" shall be defined as any judgment entered or settlement reached within the past five years which resulted in a dismissal of a lawsuit.) Answer "yes" or "no." if the answer is "yes," provide a detailed description of each accident/incident. Describe the plaintiffs' allegation(s) of negligence by your firm, if any, and your firm's response, if any. For traffic accidents, specify the party determined by the investigating law enforcement agency to be at fault and why. The court of jurisdiction and number of each case shall be included with the answer.

Question 28

Has any public transit agency, since January 2012, terminated a contract with your firm prior to the contract's intended expiration date or elected not to exercise an option term. Your response must state yes or no. If the answer is yes, the following information must be provided for each contract termination.

- 1. Transit operator name and address.
- 2. Name and telephone number of contract administrator for said transit operator.
- 3. Explanatory information.

Question 29

Briefly describe the challenges and benefits of operating both CE and ST as a combined service. How will a combined service better meet the needs of riders? How will the transition to a combined service be communicated to riders? What obstacles do you anticipate for a combined service and how will you address these problems? How will cost savings be realized? Proposals submitted under Options 1B, 2B and 3B shall respond to this question after all other question responses in this section. Briefly describe how the proposer's staffing levels, method by which service would be

~~delivered and any other pertinent aspects of Proposer's operation would be different for the Proposal Option in question if the Proposer were to be awarded a contract to operate both CE and ST services as a combined operation under Option 3.~~

5.6.5 Proposed Price and Cost Information

Price Proposal Forms

Price Proposals shall be submitted using the forms listed below, which are included in Appendix A to this RFP. Prices shall be submitted for each of the three (3) "Base Years" and each of the five (5) "Option Years". The appropriate Price Proposal form shall be submitted as shown in Table 1. Unless specified otherwise, only one of the three Price Proposal forms must be submitted with each Proposal

Form A-1: County Express Price Proposal

Form A-2: Specialized Transportation Price Proposal

Form A-3: Combined Services Price Proposal

Cost Information Forms

Appendix A forms A-4 through A-7 shall be used to provide detailed information for operating costs, startup costs, labor wages and labor benefits. A separate set of forms for Detailed Costs, Startup Cost Detail, Labor Wages and Labor Benefits shall be submitted for each proposal.

Form A-4: Detailed Costs Detailed costs need be shown only for the first three years of the term of the agreement for each Proposal Option. This is the only form that permits the submittal of required information to be limited to only the first three years of the agreement.

Form A-5: Start Up Cost Detail Start-up cost for the Proposal's Option. If the Proposal is for Option 3 the start-up costs shall be broken up by CE and ST.

Form A-6: Labor Wages List all positions and wages for the Proposal's Option.

Form A-7: Labor Benefits List all positions and benefits with both the Proposer's and employee costs for the benefits.

5.6.6 Standard Forms to be submitted with proposal

The forms listed below shall be completed and submitted with each proposal; however, only one copy of these forms with original signatures must be submitted regardless of the number of proposals submitted. The forms with original signatures need be included in only one of the proposals required to have original signatures. All other proposals must include copies of the signed forms. (Forms are included in Appendix B to this RFP.)

- Form B-1: DBE Participation
- Form B-2: Non-Collusive Affidavit
- Form B-3: Eligible Bidder Certificate
- Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

- Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Form B-6: Certification of Restriction on Lobbying
- Form B-7: Buy America Certificate
- Form B-8: Acknowledgement of Addenda

5.6.7 Supplemental Information Submitted by Proposer

At the end of the proposal, proposer may add supplemental information in support of its proposal that is not appropriate to include in its responses to questions contained in Section 5.6.4 Questionnaire. This section must be tabbed "Supplemental Information" and include its own table of contents and numbered/lettered tabs for each individual item.

6 DRAFT AGREEMENT FOR MANAGEMENT AND OPERATIONS

DRAFT AGREEMENT FOR TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES

This AGREEMENT for management of the (insert service name) hereinafter referred to as "(insert service name)", is made and entered into this ___ day of _____ 2018 by and between the San Benito County Local Transportation Authority, hereinafter referred to as "LTA" and, (insert name of successful proposer), hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the LTA has determined that it requires management and operation services for its (insert service name) public transit system; and

WHEREAS, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

6.1 Complete Agreement

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. Either party's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of that party's right to such performance by the other party.

6.2 LTA Designated Representatives

The Executive Director or his/her designee shall have the authority to act for and exercise any of the rights of the LTA as set forth in this AGREEMENT, subsequent to the authorization of the Board of Directors of the LTA.

6.3 Employment of The Contractor

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services hereinafter described in connection with the management and operation of (*insert CE OR ST, as appropriate*).

6.4 Independent Contractor

CONTRACTOR'S relationship to LTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

6.5 Scope of Work

Subject only to the general policies and direction of the LTA with regard to (insert service name) management and operation, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA's notice to proceed, do all things necessary to supervise and operate (the insert service name) in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

6.6 Changes in Scope of Work

It is understood and agreed by LTA and CONTRACTOR that it may be necessary during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of (insert service name) system operations.

6.6.1 Amendment

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT.

Each amendment will be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT C, entitled "APPROVED AMENDMENTS (insert service name) AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

6.6.2 Minor Changes

Notwithstanding the above, LTA, without invalidating the AGREEMENT, may from time to time order minor changes in the scope and/or extent of (insert service name) system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth, to respond to demand, special events and other occurrences without requiring an amendment pursuant to this Section, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than twenty (20%). Such changes shall be made by written sequentially numbered change order.

6.6.3

In the event of any change in federal, state or local law, rule or ordinance which has the effect of increasing contractor(s) operating costs, including but not limited to an increase in the minimum wage or healthcare and overall benefits cost, the contractor(s) and LTA shall meet to discuss the impact of these costs and shall negotiate adjustments to contractor(s)' rates at LTA's sole discretion to be approved by the Board of Directors. Should LTA and the contractor(s) be unable to reach an agreement to increase contractor(s)' rate to offset the increased costs, contractor(s) may terminate the Agreement(s). LTA acknowledges that the contractor(s)' termination due to inability to recover the additional costs imposed is reasonable

6.7 Term of Agreement

6.7.1 Base Term

This AGREEMENT shall become effective January 1, 2019 and shall continue in full force and effect through December 31, 2026, unless earlier terminated as provided herein. The first three years of the Agreement shall be known as "base years".

6.7.2 Option Years

Prior to completion of the three (3) year Base Term, the LTA, at its sole discretion, may extend the AGREEMENT for a one-year option term. Prior to the end of that option year and each option year thereafter, the LTA, at its sole discretion, may extend the AGREEMENT for an additional one-year option term. The LTA may extend the base AGREEMENT for a maximum of five (5) one-year option terms. If the LTA does not extend the Agreement per this section, it shall expire as provided for in Section 6.7.1, Section 6.16 or on the last day of the most current option year extension approved by the LTA. Payment for Option years is shown in Section 6.8.

It is mutually understood and agreed that all work performed and services provided during the option terms shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual agreement.

It is mutually understood and agreed that LTA is under no obligation whatsoever to extend the AGREEMENT beyond the three (3) base years and that no representations have been made by LTA committing the AGREEMENT to continue into the option years, and that LTA may proceed with alternate methods of providing ST and or CE transit services during the time periods otherwise covered by the option years.

6.7.3 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT LTA, at its sole discretion, may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of six (6) months. The Contractor acknowledges and agrees that it shall, upon exercise of the Month-to-Month extensions by the LTA, provide the services described hereunder in satisfaction of all requirements of this Agreement. LTA shall notify CONTRACTOR in writing of such extensions on or before September 1 of the termination of the last option year of the AGREEMENT. The compensation rates in effect during the last monthly period of the final option year of this AGREEMENT shall remain in effect during any such month-to-month extension.

6.8 Compensation for Services

6.8.1 Base Compensation

In consideration for CONTRACTOR'S performance of services under this AGREEMENT, LTA shall compensate CONTRACTOR as shown for each year of the AGREEMENT in the following table, a fixed payment per month plus a rate per revenue vehicle hour for each revenue vehicle hour operated at the direction of the LTA in compliance with Exhibit A, Scope of Work.

Dates for which Rates are Effective	Fixed Payment Per Month	Rate per Revenue Vehicle Service Hour
January 1, 2019 through December 31, 2019		
January 1, 2020 through December 31, 2020		
January 1, 2021 through December 31, 2021		
January 1, 2022 through December 31, 2022		
January 1, 2023 through December 31, 2023		
January 1, 2024 through December 31, 2024		
January 1, 2025 through December 31, 2025		
January 1, 2026 through December 31, 2026		

6.8.2 Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR at the rate per revenue vehicle service hour shown in Section 6.8.1 for each hour a vehicle is in operation as is necessary to deliver vehicles to LTA designated suppliers and vendors for repair and servicing, as directed by LTA. No reimbursement shall be paid if vehicle delivery is necessary to correct loss or damage that is determined by LTA to be due to collision, vandalism, theft, or abuse, regardless of the party at fault, while the vehicle was under CONTRACTOR's care and control.

6.8.3 Compensation for Unanticipated Additional Services

In the event that additional services are undertaken by CONTRACTOR either at the direction of the LTA or as the result of written authorization provided by LTA to CONTRACTOR, payment to CONTRACTOR shall be adjusted to compensate CONTRACTOR for actual cost incurred to provide said additional services. CONTRACTOR shall provide documentation of costs incurred satisfactory to LTA including, but not limited to, receipts, invoices and other documents that may be required by LTA, copies of which shall be attached to CONTRACTOR's invoice. Said charges shall be included as a separate line item in CONTRACTOR's monthly invoice.

6.9 Invoice; Payment

6.9.1 Invoice

On or before the 10th day of each month, CONTRACTOR shall submit an invoice to the LTA, Attention: Transportation Planner. Said invoice shall itemize CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the LTA may from time to time require. At a minimum, CONTRACTOR shall provide the following itemization for each invoice submitted:

- a. Vehicle Revenue Hour Charges shall be directly traceable by LTA to (insert service name) as identified in Exhibit A - Scope of Work, or revisions thereto, and operator trip sheets.
- b. Fixed monthly payment
- c. Other Charges for which prior authorization has been provided by LTA, but not covered in the Fixed Monthly Rate or Fixed Vehicle Revenue Hour, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

6.9.2 Payment

All payments by LTA shall be made in arrears after the service has been provided. Within thirty (30) days following receipt of CONTRACTOR'S invoice, LTA shall pay all reasonable and allowable items in said invoice for services or supplies previously approved by LTA. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

6.10 Deductions From Payment

6.10.1 Application of Deductions to Invoice

Deductions from contractor's monthly payment shall be made as described in this section. Said deductions shall be shown by contractor on its monthly invoice if known in advance of the invoice due date or may be deducted by LTA from contractor's payment as determined appropriate by LTA.

6.10.2 Vehicle and Equipment Damage Repair Costs

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of Contractor filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR's care and control. Cost of repairs shall include all parts, labor, vehicle transportation or towing, and other costs associated with completing necessary repairs. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR's care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR. Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA's satisfaction. If any repairs undertaken by Contractor are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA's satisfaction at CONTRACTOR's cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

For labor costs incurred by the LTA for work performed by its employees related to repair of vehicles as described in this section, LTA shall charge Contractor at the rate of \$39.75 per labor hour to cover LTA staff wages, benefits and overhead. Said rate per labor hour shall be adjusted on January 1 of each year in a percentage amount equal to the percent change in the United States Average Consumer Price Index. For parts and services LTA obtains from third party vendors, LTA shall charge Contractor a ten percent (10%) markup on the costs of the parts or services provided by the third party vendors.

6.10.3 Taxes and Other Obligations

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Section 6.8 any amount owed to LTA by CONTRACTOR as a result of any

obligation arising prior to, or after, the execution of this AGREEMENT. For purposes of this Section, obligations arising prior to, or after, the execution of this AGREEMENT may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Section 6.8, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

6.10.4 Liquidated Damages (applies to CE only, no liquidated damages will apply to ST)

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event CONTRACTOR acts or fails to act in the manner set forth in following items a through j of this section. The parties further agree that the amount of the damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, the parties hereto have determined to establish the provision of this Section as LTA's compensation for damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. Liquidated damages will not be assessed sooner than three months after the initiation of services or when significant service changes are made under this AGREEMENT.

Contractor shall determine if the Liquidated Damages described in this section should be assessed and include such assessments as a line item deduction in its monthly invoice. LTA may also assess liquidated damages at its discretion based on its observations, that of one of its authorized monitors, or after a fully investigated and validated complaint and deduct said Liquidated Damages from Contractor's payment. Liquidated Damages are described as follows for CONTRACTOR'S act(s) or failure(s) to act:

- a. Five Hundred Dollars (\$500) per incident for each day that a vehicle or vehicles in revenue service are not maintained in a clean condition, in accordance with contract standards.
- b. Five Hundred Dollars (\$500) per incident for each day, beginning on the sixth day, that CONTRACTOR fails to deliver an operable vehicle for repair and/or servicing following a written request by LTA maintenance staff.
- c. One Thousand dollars (\$1,000) per incident for each occurrence that: (1) due to driver negligence, a wheelchair becomes unfastened from its tie down(s) while being transported, or (2) a bus does not stop for a passenger in a wheelchair waiting for the bus within thirty (30) feet of a designated, signed bus stop.
- d. Fifty Dollars (\$50) per incident for each occurrence, up to a maximum of \$1,000 per day, that a fixed route driver fails to call major bus stops, in accordance with 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

- e. One Thousand Dollars (\$1,000) per incident for each occurrence that a scheduled departure from a bus route origination point is a missed run, based on the definition set forth in EXHIBIT A, Scope of Work.
- f. One hundred dollars (\$100) per incident for buses departing before the time check point published in the CE system's timetables will be assessed up to a maximum of one thousand dollars (\$1,000) for each calendar month of operation.
- g. Two hundred dollars (\$200) for each instance wherein a bus operated by one of CONTRACTOR's employees or subcontractors enters an intersection after the traffic signal has changed to red for the direction in which the bus is travelling.
- h. Fifty Dollars (\$50) per calendar day that CONTRACTOR fails to submit a required monthly report after the specified due date in EXHIBIT A, Scope of Work.
- i. One Hundred Dollars (\$100) per calendar day that CONTRACTOR fails to maintain the transit facilities as required by EXHIBIT A, Scope of Work.
- j. Five hundred dollars (\$500) for each month that overall on-time performance falls below 90% as determined by a method for tracking on-time performance agreed upon by LTA and contractor pursuant to Scope of Work Section 7.2.10. "On-time" shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. Trips leaving stops prior to the scheduled time of departure are considered to not be on-time.
- k. The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

6.11 Maximum Obligation

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to (insert compensation amount from proposal), including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for services performed for five years, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided hereinabove is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed or expenditures incurred by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein is estimated to be reached. For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified hereinabove, only the Board of Directors of the LTA shall have authority to obligate LTA.

6.12 Operating Revenues

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass sales revenues in the manner discussed in the attached EXHIBIT A, Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.

6.13 Insurance; Bonds; Performance Guarantee

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

6.13.1 Workers' Compensation Insurance and Employer's Liability Insurance

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

6.13.2 Comprehensive General Liability Insurance

Comprehensive General Liability Insurance with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability and broad form property damage coverage. Such insurance shall (1) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as additionally insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA; and (3) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

6.13.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence. Such insurance shall (1) include coverage for owned, leased, hired and non-owned automobiles; (2) include Uninsured Motorist with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$2,000 per occurrence, (2) name the LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their elected and appointed officials, officers, employees, volunteers, agents and assigns as additionally insured; (3) be primary for all purposes; and, (4) contain standard cross liability provisions. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

6.13.4 Automobile Collision And Comprehensive Insurance Coverage

Automobile Collision and Comprehensive Insurance Coverage for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name the LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this Agreement, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

6.13.5 All Insurance

All insurance shall contain the following provisions:

- a. Coverage shall be on an "occurrence" basis.
- b. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- c. The Liability policy must cover personal injury as well as bodily injury.
- d. The Liability policy shall include a cross-liability or severability of interest endorsement.
- e. Broad form property damage liability must be afforded.
- f. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- g. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- h. Policies shall name LTA, the City of Hollister, the City of San Juan Bautista, the County of San Benito, the Council of San Benito County Governments, and all of their officers, officials, agents, employees, volunteers and assigns as insured under any policy, and the policy shall stipulate that this insurance shall operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered thereunder.
- i. CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after

30 days prior written notice by certified mail, return receipt requested, has been given to the LTA.

6.13.6 Copies

CONTRACTOR shall furnish complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications prior to commencement of work under this AGREEMENT.

6.13.7 Maintenance of Insurance

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

6.13.8 Failure to Maintain Insurance Coverage

If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

6.14 Fidelity Bond

CONTRACTOR shall secure for its employees a Fidelity Bond or a policy of employee dishonesty insurance protecting the LTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such Fidelity Bond or employee dishonesty insurance shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide LTA a copy of said bond or insurance certificate.

6.15 Performance Guarantee

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of TEN PERCENT (10%) of the annual AGREEMENT price, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon demand.

6.16 Termination

6.16.1 For Convenience

When it is in the LTA's best interest, the LTA reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the LTA. If the CONTRACTOR has any property in its possession belonging to the LTA, the CONTRACTOR will account for the same, and dispose of it in the manner the LTA directs.

6.16.2 For Default

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

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

6.16.3 For Bankruptcy

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of LTA terminate this AGREEMENT.

6.16.4 For Nonpayment By LTA

In the event LTA is delinquent in paying CONTRACTOR by more than fifteen (15) calendar days after LTA has received a statement by certified mail of the delinquency from CONTRACTOR, then CONTRACTOR may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of such notice of intention by LTA. If LTA does not correct the delinquency within said seven-day period or if the parties do not agree to arbitrate the dispute under the provisions of this AGREEMENT, then CONTRACTOR may suspend operations without further notice or penalty on the date indicated by the notice.

6.16.5 By mutual agreement

The PROJECT may also be terminated if the LTA and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

6.16.6 Compensation Upon Termination

Should this AGREEMENT be terminated by either party, LTA shall be liable for costs and fees as specified in Section 6.8 accrued to the date of termination. Thereafter, CONTRACTOR shall have no further claims against LTA under this AGREEMENT.

6.16.7 LTA Remedies On Breach

Notwithstanding anything to the contrary herein, it is understood and agreed that in the event of failure by CONTRACTOR to perform services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, the LTA may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to LTA to provide such services.

6.16.8 Transition to Future Contractor

For up to sixty (60) days before and after the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR'S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and maintenance records. Said information shall include but not necessarily be limited to, driver training records, driver "paddles", and documentation of hours worked by drivers. CONTRACTOR shall allow the succeeding contractor to enter the premises for the purpose of determining needs for and placement of furniture and equipment.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to the new provider's services and shall cooperate fully with the LTA and the new provider to this end.

LTA may withhold all or a portion of final payment to CONTRACTOR if LTA determines CONTRACTOR has not been cooperative to the extent required by this Section.

6.17 Control of CONTRACTOR Performance

6.17.1 Consistency with Agreement

CONTRACTOR shall render all services under this Agreement in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT that affect CONTRACTOR's performance of services shall be treated as changes pursuant to Section 6.8.

6.17.2 Contractor Shall Advise LTA Of Matters Of Importance

CONTRACTOR shall advise LTA of matters of importance such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

6.17.3 LTA Interference With CONTRACTORS Business Affair Management

LTA shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR'S employees. LTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand reassignment of any CONTRACTOR employee from the LTA's project by providing written notice to CONTRACTOR.

6.18 Shortages and Delays

In the event that LTA fails to provide or delays provision of items as herein described, in the quantity and size required, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

6.19 Substitutions and Replacement of Proposed Personnel

In the event that CONTRACTOR substitutes or replaces any personnel interviewed during the Request for Proposals process without consulting LTA, LTA shall assess a ten percent (10%) penalty of the estimated total cost of the first year of operations.

6.20 Force Majeure

6.20.1 Responsibility for Losses

Neither party shall be held responsible for losses, delays, failure to perform, nor excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

6.20.2 Entitlement to Compensation

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this Section.

6.20.3 Contractor Unable to Provide Services

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempts to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

6.20.4 Contractor Knowledge of Potential Force Majeure

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

6.21 Emergency and Disaster Procedures

In the event of a major emergency such as an earthquake, dam failure, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority is broken, and for the period while it is broken, CONTRACTOR shall make best use of transportation resources to the degree possible following the direction of the appropriate authority under the circumstances, such as the police, Red Cross, or National Guard. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with Section 6.8 herein, or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR'S actual costs.

CONTRACTOR shall provide enough potable water and non-perishable food items for its employees for five (5) days to be used in case of an emergency and disaster. Supply items shall be assessed annually for deformed and expired items. Potable water shall be replaced annually. In addition to the aforementioned items, the following shall also be included:

- Cups
- Plates
- Utensils
- Two (2) manual can openers
- Toilet paper
- Cookware (if needed)

CONTRACTOR shall store the items in clearly labeled, sturdy containers in an area that is readily accessible by the CONTRACTOR.

6.22 Dispute Resolution and Attorney Fees

Any dispute over a decision by LTA staff under this AGREEMENT including, but not limited to, any assessments assessed pursuant to Section 6.10, except decisions of the LTA Executive Director, shall be appealable in writing to LTA within five (5) business days of the decision. In connection with any such appeal, Contractor shall be afforded an opportunity to offer written evidence to the LTA Executive Director and to meet with the LTA Executive Director, including such other LTA staff persons as LTA Executive Director may determine necessary, regarding the issues presented in the appeal. The LTA shall issue a decision in writing within five (5) business days of the receipt of the written evidence or of the date of the meeting, as the case may be. The decisions of the LTA Executive Director on such appeals and any other matter under this Agreement shall be final and shall not be appealable to LTA.

6.22.1 Continuing Duty

Pending final resolution of a dispute under this Section, Contractor shall proceed diligently with performance in accordance with this Agreement and the recommended decision of the LTA Executive Director.

6.22.2 Attorneys' Fees

If any action at law or in equity is brought on account of any breach of this Agreement, or to enforce or interpret the Agreement or any provision hereof, the prevailing party in such action shall be entitled to recover from the other party its attorneys' fees and costs of suit, the amount of which shall be fixed by the court and made a part of any judgment rendered.

6.23 Indemnification

CONTRACTOR shall indemnify and hold harmless the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and the Council of San Benito County Governments, and their officials, officers, agents, employees, volunteers and assigns from and against any and all claims, damages, losses, costs, liability, and expense for death, personal injury, and property damage, such claims, damages, loss, costs, liability and expense arising out of or alleging to arise out of, or resulting in whole or in part, directly or indirectly, from work or operations under this contract, but not limited to the acts, errors, omissions, negligence and willful misconduct of CONTRACTOR, CONTRACTOR'S officers, employees, agents, and subcontractors, except to the extent that such claims, damages, losses, costs, liability, and/or expenses are the result of the sole negligence or willful misconduct of the LTA, the City of Hollister, the City of San Juan Bautista, San Benito County, and/or the Council of San Benito County Governments.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

6.24 Conflict Of Interest

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. The CONTRACTOR further covenants that, in the performance of this AGREEMENT, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this AGREEMENT is an officer or employee of LTA.

6.24.1 Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from LTA to any other transportation operation of CONTRACTOR.

6.24.2 Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities, which are dedicated to LTA for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

6.24.3 Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

6.25 Title To Documents; Copyright

All reports and other materials collected or produced by CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by CONTRACTOR, the subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA, is prohibited.

6.26 Audit; Retention Of Records

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to authorized representatives of LTA, the U.S. Department of Transportation, and the Comptroller General of the United States and California State Controller's Office representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three year period shall arise only if LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

6.27 Disadvantaged Business Enterprises (DBE)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance programs.

B. CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LTA deems appropriate. Each subcontract CONTRACTOR signs with a subcontractor must include assurance in this paragraph (see 49 CFR 26.13(b)).

C. CONTRACTOR is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after CONTRACTOR's receipt of payment for that work from LTA. CONTRACTOR is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by LTA and CONTRACTOR's receipt of the partial retainage payment related to the subcontractor's work.

D. CONTRACTOR shall promptly notify LTA whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. CONTRACTOR shall not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of LTA.

E. The CONTRACTOR agrees to comply with U.S. Department of Transportation regulations, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26 and will cooperate with the California Department of Transportation with regard to maximum utilization of disadvantaged business enterprise, and will use its best efforts to ensure that disadvantaged business enterprise shall have the maximum opportunity to compete for sub contractual work under this Contract.

F. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.

G. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.

H. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.

I. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

6.28 Equal Employment Opportunity

During the performance of the contract, the CE Contractor agrees to the following:

A. The CE Contractor shall comply with all the requirements, where applicable, of the California Fair Employment Practices Commission and provisions of, when applicable, all

Federal, State of California, and San Benito County laws and ordinances related to employment practices.

B. The CE Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the CE Contractor. The CE Contractor agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The CE Contractor, in all solicitations or advertisements for employees, placed by, or on behalf of the CE Contractor, shall state that the CE Contractor is an equal opportunity employer.

6.29 Compliance With Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated thereunder, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. §1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. CONTRACTOR shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA that result in Section 13(c) grievances, claims and/or liability. CONTRACTOR is subject to any labor protection provisions incorporated into the contract for Federal Transit Act, Section 5311 federal assistance between LTA and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, excluding general-public paratransit vehicle inspections. CONTRACTOR shall assure that all of its employees operating insert service name vehicles possess a valid, current Class B California Driver License with appropriate endorsements. Further, CONTRACTOR shall participate in the Driver's Pull Notice Program as required by Section 1808.1 of the California Vehicle Code.

6.30 Bankruptcy

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

6.31 Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized herein, no rights under this AGREEMENT may be assigned and no duties under this AGREEMENT may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

6.32 Negotiated Contract

This AGREEMENT has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this AGREEMENT within the meaning of California Civil Code Section 1654.

6.33 Severability

Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect. To this end, the provisions of this AGREEMENT are declared to be severable.

6.34 Time Is Of The Essence

Time is of the essence in the performance of this AGREEMENT.

6.35 Responsibility of Agreement Administrators

All matters concerning this AGREEMENT, which are within the responsibility of the parties, shall be under the direction of, or shall be submitted to, the respective AGREEMENT administrators or to the party's employee specified, in writing, by the AGREEMENT administrator. A party may, in its sole discretion, change its designation of its AGREEMENT administrator and shall promptly give written notice to the other party of any such change.

6.36 Materiality

The parties consider each and every term, covenant, and provision of this AGREEMENT to be material and reasonable.

6.37 Waiver

Waiver by either party of a breach of any covenant of this AGREEMENT will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this AGREEMENT. The parties shall not waive any provisions of this AGREEMENT unless the waiver is in writing and signed by all parties.

6.38 Authority And Capacity

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this AGREEMENT.

6.39 Binding On Successors

All of the conditions, covenants and terms contained herein shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this AGREEMENT.

6.40 Accumulation Of Remedies

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

6.41 Independent Advice

Each party hereby represents and warrants that in executing this AGREEMENT it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this AGREEMENT and the rights and duties arising out of this AGREEMENT, or that such party willingly foregoes any such consultation.

6.42 No Reliance On Representations

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this AGREEMENT may turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts

6.43 Counterparts

This AGREEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one AGREEMENT.

6.44 Headings

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

6.45 Sale or Transfer

CONTRACTOR agrees that it will not sell, assign or transfer, in whole or in part, any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first

obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

6.46 Federal Clauses

The Federal Clauses attached hereto as Exhibit B shall be incorporated into this agreement by reference as if fully set forth herein.

6.47 Precedence Of Contract Documents

The total agreement between the parties consists of the documents specified in this section. In the event of a conflict or ambiguity arising between such documents or any term therein, the following order of precedence shall be used to resolve conflicts to the extent they exist: 1) amendments and change orders to this Agreement, 2) This Agreement, including all Exhibits referenced herein, 3) Addenda to the Request for Proposals, with addenda with later dates having precedence over addenda with earlier dates, 4) The Request for Proposals, 5) CONTRACTOR's proposal, including "Best and Final Offer" .

6.48 Notices

All notices hereunder and communications with respect to this AGREEMENT shall be affected upon the mailing thereof by registered or certified mail return receipt requested and addressed to the parties' AGREEMENT administrators, who shall be the persons named below:

CONTRACTOR: (Head of Contracting Entity)
 (Title)
 (Contractor)
 (Contractor Address)
 (Contractor facsimile number)

LTA: Mary Gilbert
 Executive Director
 San Benito County Local Transportation Authority
 330 Tres Plnos Road, Suite C7
 Hollister, CA 95023
 Facsimile: (831) 636-4160

Notices will be deemed given on:

- a. The day the notice is personally delivered to the AGREEMENT administrator or the office of the party's AGREEMENT administrator; or
- b. Five (5) days after the date the notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this contract, with first-class postage fully prepaid; or
- c. On the day that the notice is transmitted by facsimile to a party's facsimile number specified above, provided that an original of such notice is deposited in the United States mail, addressed to a party's AGREEMENT administrator as indicated in this AGREEMENT, on the same day as the facsimile transmission is made.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

LTA:

CONTRACTOR:

By: _____ By: _____

Date: _____ Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Federal Tax ID Number: _____

By: _____
Shirley L Murphy, Deputy County Counsel

Date: _____

7 SCOPE OF SERVICES

Exhibit A to Agreement – Scope of Services

(The appropriate Scope of Work for either CE or ST will be inserted as Exhibit A to the Agreement after negotiations are completed with the successful Proposer. Note that the Section Numbering and references to section numbers and other documents will be revised in the final Scope of Work when it becomes part of the final Agreement after completion of negotiations with the successful Proposer.)

7.1 Responsibilities And Duties Of The LTA For County Express Operations

The San Benito County Local Transportation Authority (LTA) shall perform the following duties and accept the following responsibilities with respect to the County Express (CE) transit system. To the extent reasonable and feasible, CE Contractor shall assist LTA in this regard.

7.1.1 System Planning and Administration

The LTA shall be responsible for all planning activities and shall set levels of service relative to County Express routes, schedules, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

7.1.2 Liaison with Local Jurisdictions, Citizens Groups

The LTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens' groups.

7.1.3 Notification - Potential Interference with Transit System Operations

The LTA shall make a reasonable effort to notify CE Contractor in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with CE operations or require deviations from established routes or schedules. The CE Contractor and the LTA shall mutually agree upon such deviations.

7.1.4 Advertising and Promotion

The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of CE operations and to promote ridership. The CE Contractor shall assist and cooperate with marketing and promotional events or activities.

7.1.5 LTA Vehicles and Equipment; Maintenance and Repair

The LTA shall provide to the CE Contractor the vehicles and equipment set forth in Appendix C. The vehicles and equipment shall be used only for activity directly related to the transit program covered by this Agreement, unless otherwise authorized, in writing, by the LTA.

The LTA shall maintain and repair the specified vehicles, including attached communications systems, fareboxes, and other specified equipment. The CE Contractor shall be responsible for daily vehicle servicing as described in Section 7.5.2 and for all damage to equipment excluding normal wear and tear. The CE Contractor shall promptly report all vehicle defects to the LTA's maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the CE Contractor to develop a corrective training program or other corrective action.

7.1.6 Radio Communications System

The LTA shall provide and maintain a two-way radio communications system, which shall be used by the CE Contractor solely for communications related to CE operations. The LTA shall provide and maintain license(s) as required for the radio system. The CE Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

7.1.7 Fuel

The LTA shall provide and be responsible for the cost of all fuel necessary for the operation of CE revenue vehicles that is obtained by Contractor at the LTA fueling facility. The CE Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report in a format satisfactory to LTA. Non-revenue vehicles shall not be fueled at LTA's fueling facility. Cost of fuel for non-revenue vehicles shall be Contractor's responsibility.

7.1.8 Schedules and Fare Media

The LTA shall prepare, print and provide to the CE Contractor all schedules and fare media required by CE operations. The CE Contractor shall distribute and disseminate such materials in accordance with the provisions of this Agreement and any directions supplemental thereto provided by the LTA.

7.1.9 Street Furnishings

The LTA shall purchase and install all street furnishings for CE operations. Such furnishings include bus stop signs and posts, benches, shelters and the like. The CE Contractor shall maintain all such furnishings and ensure any vandalism is attended to as soon as possible but in no case more than 24 hours after it is reported. Further, the LTA shall maintain or request that the State of California Department of Transportation (Caltrans) or property owners along CE routes maintain trees along CE routes and stops so as to preclude damaging vehicles by reason of low hanging trees and branches.

The CE Contractor shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or otherwise require repair, maintenance or replacement, or when bus shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but not be limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions (particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, major street and cross street, and the exact corner on which the stop is located (northeast, southeast, northwest, southwest, midblock).

Nothing heretofore shall relieve the CE Contractor's vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

7.1.10 CE Operations Headquarters

The LTA shall provide the operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023 that is currently used by the CE Contractor. The

facility includes adequate parking area for all CE and ST vehicles, The office includes three installed telephone lines with telephones, which shall be exclusively dedicated to the CE reservation and information system, the CE two-way radio base station, counter space and cabinets, and all utilities. All other furnishings are provided by the Contractor.

With contractor paid modifications to the phone system and furniture, the CE Operations Headquarters has adequate space for the combined operations of CE and ST services.

7.1.11 Operating Policies and Procedures

The LTA shall establish all operating policies and procedures for the operation of CE services. LTA shall set all passenger policies and procedures.

7.2 Duties And Responsibilities Of The County Express Contractor

In this section, the duties and responsibilities shall refer to only CE services. All of these duties and responsibilities are also required of any contractor that provides combined CE and ST services. The CE Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of CE. The omission of a duty or responsibility from the following shall not relieve the CE Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and demand response public transit service of a kind and character such as CE.

7.2.1 General CE Operations

The CE Contractor shall provide the necessary management, technical and operating services for the operation of the CE services as specified by the LTA. The CE Contractor shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The CE Contractor shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. ~~The CE Contractor shall furnish all equipment and services required in the operation and management of the County Express unless specifically identified to be contributed by the LTA.~~ The CE Contractor shall work closely with the ST Contractor to ensure a high level of coordination for the benefit of the riders of both CE and ST.

The CE Contractor shall furnish all equipment and services required in the operation and management of the County Express unless specifically identified to be contributed by the LTA. The CE contractor shall provide one support vehicle to be used in non-revenue service for road supervision, accident investigation and bus stop cleaning. The support vehicle may be a sedan, hatchback or other vehicle suitable for the required usage.

7.2.2 New Service Schedules

If the LTA establishes new or additional services to those listed in the County Express website (www.SanBenitoCountyExpress.org), the CE Contractor shall be responsible for establishing a schedule agreeable to the LTA. The schedule shall be submitted to the LTA for review and approval within 30 calendar days of LTA submittal of a request to the CE Contractor so that the new or additional services may be implemented in a timely manner. The LTA will be responsible for updating the information in electronic

format and any hardcopy reproduction. The CE Contractor shall assist the LTA in distributing and posting the information related to the new or additional services.

7.2.3 Fixed-Route Service Operations

The CE Contractor will operate fixed-route bus transit services as specified by the LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the County Express website (<http://www.SanBenitoCountyExpress.org>), or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, the CE Contractor is hereby authorized to deviate from established routes when necessary, to avoid construction, detours, and vehicles or other obstructions within the public right of way. The CE Contractor shall notify the LTA of any such obstruction that caused deviation(s) from established routes. In the event that a CE route operates more than ten minutes behind schedule, the CE Contractor shall take all available steps to restore on-time performance. The CE Contractor shall notify the LTA of the delay and shall provide the LTA with detailed procedures that will be used to restore on-time performance.

7.2.4 Dial-A-Ride Service Operations

Dial-A-Ride service shall be operated in accordance with the operating days, hours and service area set forth in the County Express website (<http://www.SanBenitoCountyExpress.org>), or any revisions thereto. Dial-A-Ride operations shall be provided in a "curb-to-curb" manner for the general public. The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards and reasonable modification.

The CE Contractor shall respond to telephone requests for Dial-A-Ride service on a "real-time" demand-response basis in accordance with the LTA service standards described herein. Contractor shall also accept telephone requests for advance reservations made up to fourteen (14) days in advance. Advance reservation trips shall be given scheduling priority over real-time demand response trips.

The CE Contractor is authorized to have only as many vehicles in Dial-A-Ride revenue service at a given time as service demand requires. In no event will the total monthly revenue vehicle hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without prior discussion and written authorization from the LTA.

7.2.5 ADA Paratransit Operations

ADA Paratransit service shall be operated in accordance with the operating days, hours and service area in the County Express website (<http://www.SanBenitoCountyExpress.org>), or any revisions thereto. ADA Paratransit operations will be provided in a "curb-to-curb" manner for the ADA Paratransit eligible clients unless assistance is requested as a "reasonable modification". The CE Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards. The service area of the ADA Paratransit area consists of all geographic area within ¾ miles of a Fixed Route and is located in the City of Hollister.

Reservation priority shall, if necessary to comply with required ADA Paratransit criteria, be given to individuals who have proof of ADA paratransit service eligibility, such as an ADA eligibility certification card issued by the LTA or partner transit system. The CE

Contractor shall comply with 49 CFR Part 37 regarding ADA paratransit service standards.

The CE Contractor shall also accept "subscription service" reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a given hour of the service day. Subscription services are subscribed in two-week increments.

The CE Contractor is authorized to have only as many vehicles in ADA Paratransit revenue service at a given time as service demand requires. In no event will the total monthly vehicle revenue hours billed to the LTA for Dial-A-Ride and Paratransit services exceed 1,150 without the LTA's prior written authorization. The ADA customer base within the service areas as of February 2018 was approximately 200 permanent eligible persons.

7.2.6 Issuance of Courtesy Cards and ADA Paratransit Eligibility Cards

Applicants for CE Courtesy Cards and ADA Paratransit cards will submit applications to the CE Contractor for review and determination of eligibility. The Contractor shall review the applicant's information to determine eligibility. Although the process is primarily conducted utilizing only the information on the application, Contractor shall make additional contacts as necessary in cases where applicant information is missing or clearly inaccurate. Contractor shall prepare eligibility cards for qualifying individuals and mail or otherwise deliver said cards to eligible individuals.

7.2.7 Adjustment to Service

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour with the CE Contractor so long as the resulting annual revenue hours remain within 20 percent (20%) of the total projected annual revenue hours. Modifications to services may include, but are not limited to, extending, removing, adding, or modifying routes, or parts of routes, and expanding or decreasing revenue hours.

In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the LTA or CE Contractor may request revision of the unit cost per revenue hour. If such a request is made by either party, the parties shall enter into negotiation to determine a revised unit cost per revenue hour that is fair to both parties.

7.2.8 Special Event, Promotional, and Other Special Services

In addition to regular CE operations, the CE Contractor may from time to time, upon receiving specific written authorization by the LTA, provide special event, promotional, or other special transportation services within the CE service area using CE vehicles, provided that such services are determined by CE to be in the public interest, do not interfere with regular CE operations, and are in compliance with applicable federal and state statutes.

The CE Contractor shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the Agreement, except that said rate shall also be applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

In addition to the above, and at no charge to LTA, the CE Contractor shall permit LTA staff and visitors accompanied by LTA staff to tour the CE Contractor's administrative facility. CE Contractor's staff shall assist with the tour as requested by the LTA. The CE Contractor will be provided a minimum of 24 hours' notice of such visits and the LTA will accommodate the CE Contractor's schedule.

7.2.9 New Services

The CE Contractor recognizes that as a transit provider, the LTA will investigate and experiment with various new and/or innovative services and pilot programs during the eight year duration of the agreement and that said services cannot be foreseen and described at this time. The CE Contractor shall assist the LTA in implementation and monitoring of said services at the LTA's request and direction. Compensation for the CE Contractor's role in the provision of said services will be governed by Agreement Section 6.8.3, Compensation for Unanticipated Additional Services.

7.2.10 Service Standards

The CE Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the Base, Fixed-Route Service and Dial-A-Ride and Paratransit Service Performance Indicators described in this section shall be tracked by the CE Contractor in a manner satisfactory to the LTA.

The CE Contractor and the LTA shall meet quarterly, at a minimum, to evaluate performance of the system as indicated by the trends of the Performance Indicators. If a Performance Indicator trend indicates it is not fulfilling the intended purpose of a specific CE service, the LTA and CE Contractor shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the CE Contractor shall provide recommendations that could improve the trend. Should the LTA determine that the CE Contractor's performance has contributed to a negative Performance Indicator trend, the CE Contractor shall take all reasonable actions requested by the LTA to improve trend performance. Should negative Performance Indicator trends persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

A. CE Base Performance Standards

The CE Contractor shall strive to comply with the minimum performance standards described below: LTA will discuss trends. Contractor shall keep track of all this information.

- 1) Safety – Accidents: Accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on public or property. An accident is defined as any contact between the bus and another object except the road.
- 2) Customer Service – Complaints: Valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.
- 3) Operations – On Time Performance: Bus departures expressed as a percentage of total departures from scheduled time points. "On-time" shall be defined as departing a scheduled time point between zero (0) minutes and five (5) minutes late. No trips shall leave stops ahead of schedule.

Prior to initiating the tracking of this Performance Indicator, the CE Contractor shall devise a statistically significant method to measure on-time performance, which shall be subject to LTA's review and approval.

- 4) Operations – Passengers per Hour: Passenger boardings per vehicle revenue hour on all demand response services.
- 5) Operations – On-Board Service Evaluations: The CE Contractor shall, in cooperation with the LTA, develop a comprehensive, statistically sound on-board service quality survey to be implemented as approved by the LTA. A numerical scoring system shall be developed by the CE Contractor and submitted to the LTA for its approval.
- 6) Maintenance – Fleet Inspections: The CE Contractor is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the CE Contractor bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted by LTA, the frequency of which shall be at LTA's discretion. LTA will randomly select buses for inspection from those that have recently been subjected to a Preventive Maintenance Inspection. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector's results will be compiled in such a way as to arrive at a numerical score.
- 7) Customer Service - Complaint Follow-Up: The CE Contractor shall ensure all valid complaints are resolved in a timely manner and to the customer's satisfaction (subject to reasonableness). LTA will measure this performance indicator at its discretion using a random selection of complainants, who will be contacted and asked to answer several quantitatively based questions designed to measure the CE Contractor's administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the CE Contractor. The CE Contractor Performance Indicator will be the percentage of satisfactory responses received from survey participants. The CE Contractor shall take all reasonable actions necessary to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

B. Fixed Route Service Standards:

- 1) Schedule Reliability: The Performance Indicator shall be the percentage of total bus departures within five (5) minutes after the scheduled time as indicated by published timetables. At no time shall a bus depart early. This standard applies to each time listed in the schedule, not just terminal departure times.
- 2) Missed Run: Missed runs are prohibited. The number of missed runs shall be tracked. A missed run occurs when a scheduled departure is canceled, or when a bus departs more than 15 minutes after the published departure time.

C. Dial-A-Ride and Paratransit Service Standards:

- 1) Productivity Standard: Passengers per Vehicle Revenue Hour Passenger boardings per vehicle revenue hour on all demand response services:

- 2) Demand-Response Wait Time (elapsed time between a “real time” demand response service request and passenger pickup): This will be a measure of passengers picked up within 15 minutes of scheduled pickup time and within 30 minutes of scheduled pickup time.
- 3) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an averaged, as approved by the LTA.
- 4) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 5) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 6) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

7.2.11 Operations Personnel

The CE Contractor shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate CE services and meet the performance standards established by the LTA.

In addition to the billable vehicle revenue hours the driver conducts a non-billable vehicle pre-check (currently 12 minute per bus) and non-billable cleaning and fueling of the buses. The existing contractor estimates the daily cleaning of the buses requires 30 minutes per bus and the weekly interior and exterior cleaning requires 60 minutes. The fueling is estimated to be 10 minutes per bus per day. The CE contractor has the option of continuing having the drivers clean and fuel the buses or provide alternative cleaning and fueling services that meet the standards required in the contract.

The Operations Manager and Dispatcher shall only be used to cover in-route service for unscheduled driver absences and a replacement driver shall be brought in as soon as possible. The CE contractor shall report any instances where office staff provides revenue service to the LTA on the same day as the occurrence.

For purposes of this Agreement, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of CE vehicle operations or related functions.

7.2.12 Operations Management

The CE Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees and meet the performance standards established by the LTA. The CE office coverage includes a General Manager, Operations Manager/Lead Dispatch and Dispatcher.

The CE Contractor shall designate and provide the services of a ~~Project-General~~ Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the CE public transit program under the terms of this Agreement. The ~~Project-General~~ Manager must have a minimum of five years of experience in public transportation operations including at least three years’ supervisory experience.

A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience. The responsibilities of the General Manager are included in Attachment 6 of Addendum 2.

The Project-General Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers, and the general public; and responding to specific requests for other assistance as the need arises. The Project-General Manager shall be on duty at the operations facility from 8:00 a.m. to 5:00 p.m., Monday through Friday, and unless otherwise approved by the LTA, for a minimum of 40 hours per week. Should the level of operations personnel (not including drivers) not be sufficient for the Contractor to complete all tasks stated in this Scope of Work, the Project-General Manager shall perform the duties himself/herself if the Project-General Manager has knowledge or capability to complete the tasks sufficiently.

The Project-General Manager designated for this project shall not be replaced without the prior written consent of the LTA. Should the services of the Project-General Manager become no longer available to the CE Contractor, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event less than thirty (30) calendar days prior to the departure of the incumbent Project-General Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project-General Manager or other employee pre-designated and identified to the LTA to act for the Project-General Manager, shall be available either by phone or in person to make decisions regarding day-to-day CE operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the CE Contractor regarding all matters pertaining to this Scope of Work.

The General Manager shall be supported by the Operations Manager/Lead Dispatcher. With the assistance of the CE contractor's corporate support, the General Manager and Operations Manager will be responsible for the daily operations, and all training and safety functions of the CE operations. The responsibilities of the Operations Manager are included in Attachment 6 of Addendum 2.

The Monday through Friday office management and dispatch coverage shall be scheduled as shown below. A driver, or drivers, may be trained as relief dispatchers to cover absences. The Operations Manager and Dispatcher shall only be used to cover in-route service for unscheduled driver absences and a replacement driver shall be brought in as soon as possible. The CE contractor shall report any instances where office staff provides revenue service to the LTA on the same day as the occurrence.

	6	7	8	9	10	11	12	1	2	3	4	5	6
<u>General Manager</u>							1 hr lunch						
<u>Operations Manager</u>					1 hr lunch								
<u>Dispatch</u>								1 hr lunch					

Although there is no same day service for weekend DAR since trips are booked in advance during the week from Monday at 9:30 a.m. to Friday at 4:00 p.m., LTA will require a part time dispatcher on the weekends to address customer service needs. These duties will include answering the phone system at the LTA facility, processing cancellations, advising customers the location of their bus, and providing trip planning assistance for riders of the weekend Intercounty service. A dispatcher will be at the LTA facility eight hours a weekend with the hours split between Saturday and Sunday. How the hours are split between the two days will be determined during contract negotiations. Weekend cancellations and no shows are treated the same as during the week. A manager will be on call in case of emergency

7.2.13 Employee Selection and Supervision

The CE Contractor shall be responsible for the employment and supervision of all employees necessary to perform CE operations. The CE Contractor's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The CE Contractor shall use appropriate screening and selection criteria in the employment of operations personnel. The CE Contractor shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake all steps necessary to assure employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The CE Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment or within 8 years prior to the expected date of employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The CE Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions, including personnel engaged in the operation, servicing and control of CE vehicles and equipment. Said program shall comply with all applicable requirements established by the FTA or other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The CE Contractor shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The CE Contractor shall fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The CE Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the CE Contractor or the LTA to be in conflict with the language and intent of Article 6.4, Independent Contractor, of the Agreement of which this Scope of Work is a part.

7.2.14 Bilingual (English/Spanish) Personnel

The CE Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transit system operating hours to receive telephone calls from the public and to provide translation for transit system personnel and passengers.

7.2.15 Training of Drivers and Operations Personnel

The CE Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The CE Contractor shall implement and maintain a specific training and retraining program for all drivers. The program shall provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing County Express services.

All drivers shall be certified as having completed the CE Contractor's formal training course for new drivers as approved by the LTA and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The CE Contractor shall prepare and furnish a Driver's Manual to the LTA for approval and to all drivers, dispatchers, telephone operators and supervisors. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel, who may from time-to-time be assigned to telephone information or reservation lines, shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information

referrals, ADA regulations regarding trip reservations, County Express reservation procedures, and operating policies. Operations control personnel assigned to County Express scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

CE Contractor shall provide specific training to appropriate personnel on the use of the RouteMatch system to ensure that its capabilities are used to the maximum level of effectiveness.

The CE Contractor shall implement, within ninety (90) days after the start of the contract term, a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

7.2.16 CE Driver's Responsibilities

CE Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the CE customer relations, promotion, marketing, monitoring and supervisory functions. CE Drivers will be required to honor special passes; collect, cancel and/or validate passes, tokens and coupons; and issue and collect transfers, as determined by the LTA. CE Drivers shall verify cash and token fares deposited in the farebox, but shall not carry revenue. CE Drivers shall record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

CE Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local time.

7.2.17 CE Uniforms

CE Drivers shall be in uniform at all times while in service or otherwise on duty. At all times CE drivers shall wear a badge that identifies the driver with name, employee number, or both. The CE Contractor shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. CE Drivers shall be required to maintain a neat and clean appearance at all times while on duty. While in uniform drivers shall maintain a professional appearance at all times, even when off duty. Drivers in uniform, even when off duty, shall not participate in any activity or purchase any substances that would preclude them from legally operating a bus.

7.2.18 Safety Program

The CE Contractor shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this Agreement. The CE Contractor shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The CE Contractor shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the CE Contractor to drivers and other employees, and participation in risk management activities under the auspices of the CE Contractor's insurance carrier or other

organization. The CE Contractor shall provide a copy of said Safety Program and subsequent program updates to the LTA.

7.2.19 California Pull Notice Program

The CE Contractor shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. The CE Contractor shall require all drivers, control room personnel, and supervisors to participate in the program. Contractor shall submit an annual pull notice program compliance certificate to the LTA and notify the LTA of any notices of non-compliance with program requirements.

7.2.20 Road Supervision

The CE Contractor shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events. Road supervision shall be conducted utilizing Contractor's vehicles. No LTA owned vehicles may be used for Road supervision.

7.2.21 Secret Rider Program

CONTRACTOR shall implement a "secret rider" program whereby drivers are routinely and discreetly monitored by individuals unknown to the driver. CONTRACTOR shall report monthly the number of hours "secret riders" were on-board LTA buses during the previous month. Said hours shall be a minimum of twenty (20) hours-rides of a minimum of 10 minutes per ride each month. CONTRACTOR shall provide LTA with a summary of "secret rider" observations in a manner and format prescribed by LTA. Secret rider personnel shall be well versed in ADA regulations and shall closely monitor driver actions to ensure compliance with said regulations, in particular secret riders shall monitor driver bus stop announcements to ensure ADA compliance.

7.2.22 Accident, Incident, and Complaint Procedures

A. General

The CE Contractor shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule, and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

B. Incidents

The CE Contractor shall provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents, vehicular accidents, and disputes with or among passengers. The CE Contractor shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident and how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators shall notify Dispatch of any illegal actions on the bus immediately. Dispatch shall immediately notify

the Police Department of the jurisdiction in which the incident or accident took place.

C. Accidents

All traffic accidents involving LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The CE Contractor shall request that the law enforcement agency respond to investigate the accident. The CE Contractor shall supply the LTA with copies of all accident and incident reports.

The LTA shall be notified in writing by the CE Contractor of all accidents and incidents resulting in loss or damage to CE property as soon as possible, but in all cases within 24 hours. In cases involving injury, the CE Contractor shall notify the LTA of the incident immediately after contacting emergency services.

D. Complaints

Contractor shall address complaints as soon as possible. Initial contact with the complainant shall be made within twenty-four (24) hours of receiving the complaint in person, by telephone or by e-mail. Contractor shall make every reasonable effort within established LTA policies to resolve complaints at its level. Contractor shall immediately report complaints to the LTA that meet the criteria listed below, as such criteria may be amended by the LTA from time to time:

- Complaints that cannot be resolved at Contractor level.
- Complaints that can be mitigated through timely actions only by LTA staff.
- Complaints by individuals that indicate they plan to complain to LTA staff, elected officials or the Federal Transit Administration.

Contractor shall prepare written reports on all complaints received in a format specified by the LTA. At a minimum, written reports on complaints shall be submitted to LTA weekly.

Requests for services not currently provided by ST or CE shall be recorded and reported with complaints in a format specified by the LTA.

E. Service Interruptions

Contractor shall report to LTA in-service vehicle failures, lift failures of buses in service, fixed-route buses operating more than ten minutes behind schedule and demand response vehicles operating more than thirty minutes behind schedule, based on reservation times, in a time and manner specified by the LTA. At a minimum, these items shall be recorded and reported to the LTA weekly in a written format specified by the LTA. The activities required to be reported and the format in which they are reported is subject to change at LTA's discretion.

7.2.23 Vehicle Control and Scheduling

The CE Contractor shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns,

accidents and incidents in a timely and responsible manner consistent with industry practice.

The CE Contractor shall utilize the LTA's RouteMatch program to its full potential in support of activities necessary to schedule and transport CE passengers riding demand-response services operated by the CE Contractor.

7.2.24 Operations Headquarters

The CE Contractor shall provide and maintain operations and control room furnishings and equipment required to provide CE services. The CE Contractor shall provide and maintain computers, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be necessary and appropriate.

The CE Contractor shall be responsible for providing custodial services for CE Contractor occupied areas. These areas include the restrooms, lobby and dispatch area, manager's office, safety trainer office, supply room, and break room. Custodial services shall be performed at a minimum of twice a week. The CE Contractor shall also be responsible for providing cleaning and maintenance supplies for custodial services.

7.2.25 Telephone Reservation and Information System

The CE Contractor shall utilize CE telephone lines solely to respond to incoming calls from CE patrons for the purposes of requesting service information and demand response service or reservations. These phone lines shall be exclusively dedicated to the CE reservation and information system. The CE Contractor shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum number of busy signals. The CE Contractor shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The CE Contractor shall install and maintain at the CE Contractor's expense separate telephone line(s) for business office, facsimile, internet or other calls. The CE Contractor shall make special efforts to respond to telephone service and information requests from hearing-impaired CE patrons. The CE Contractor may provide TDD equipment for communication with hearing-impaired patrons or use the California Relay Service.

7.2.26 Fares and Fare Collection

All fares of any kind or character to be paid by CE patrons shall be established by the LTA. The CE Contractor shall assure each patron pays the appropriate fare prior to provision of transportation service. All cash fares shall be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The CE Contractor shall collect or otherwise process in the manner directed by the LTA all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

In the event a farebox requires repair or replacement, the CE Contractor will, within 24 hours of the request, have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue shall be done in a secure fashion in accordance with the CE Contractor's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours.

Minivans are not equipped with fareboxes due to size limitations. Fares on minivans shall be collected and secured in a manner satisfactory to the LTA.

7.2.27 Fare Revenue Processing

The CE Contractor shall process fares under dual custody at all times. When not in dual custody fares shall be stored in a vault or other highly secure, lockable container. Fares shall be counted utilizing dual custody in a room that is observable by supervisory staff either directly or by closed circuit television. Contractor shall reconcile fare revenues to passenger activity in a process approved by LTA. All fare accounting shall be in accordance with procedures to be proposed by the CE Contractor and approved by LTA. At least three times each week the CE Contractor shall deposit fare revenue at a banking institution as directed by the LTA and submit deposit receipts to the LTA on a weekly basis. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the CE Contractor.

7.2.28 Fare Sales

The CE Contractor's office staff shall sell tokens and passes in accordance with procedures specified by the LTA. The CE Contractor shall assist the LTA and CE customers by providing accurate information to customers requesting information regarding pass and token sales.

7.2.29 Street Furnishings

The CE Contractor shall maintain all bus stop signs, posts, benches, shelters and other bus stop furnishings, including trash removal, and shall ensure any vandalism is attended to as soon as possible, but in no case more than 24 hours after it is reported.

The CE Contractor shall notify the LTA by facsimile/e-mail using the approved form by the close of business the following day if any bus stop signs have been removed, damaged, or otherwise require repair, maintenance or replacement, or when bus stop shelters, benches, bicycle racks or other bus stop facilities are in need of repair, maintenance or replacement. Such repair, maintenance, or replacement shall include, but is not limited to, repair due to vandalism, clean-up due to scattered refuse, landscape not being maintained, shelter lighting not working, unsafe conditions (particularly poor lighting at night) or other similar conditions. Notification must include the route, direction of travel, street and cross-street, and the exact corner of the intersection on which the stop is located.

7.2.30 Books, Record, Reports, and Inspection

The CE Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this Agreement, on file for at least three (3) years following the date of final payment to the CE Contractor by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CE Contractor's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the CE Contractor's facilities and activities during the CE Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the CE Contractor's compliance with the provisions of

this Agreement. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

The CE Contractor shall collect, record, and report to the LTA on a monthly basis all accounting data for the CE operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The CE Contractor shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by the CE Contractor and approved by the LTA and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include by individual vehicle the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

The ~~Project-General~~ Manager shall prepare and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected: Cash and Tokens
- Fare Sales
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows

- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Road Calls
- Summary of Demand Response Wait Time
- Summary of Demand Response Ride Time

7.2.31 System Promotion

Contractor shall distribute and disseminate schedules in accordance with the provisions of the CE Scope of Services. The CE Contractor shall post notice within the transit vehicles at least one (1) week before the date on the notice and the Contractor shall remove notices from the transit vehicles no more than one (1) day after the date on the notice.

The CE Contractor shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The CE Contractor shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The CE Contractor also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. The CE Contractor is required to ensure that sufficient quantities of passenger information materials are maintained, and appropriately organized and displayed on each revenue vehicle at all times.

7.2.32 System Recommendations

The CE Contractor shall continually monitor CE operations, facilities and equipment and shall, as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority to make determinations and to take action on such recommendations.

7.2.33 Route Planning and Schedule Coordination

The CE Contractor will provide the LTA with information to contribute to schedule revisions and to short and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The CE Contractor will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. The CE contractor will also provide driver schedules, also called run-cuts or paddles, to the LTA upon request. This information may be used ~~in-~~ for the implementation of an AVL system, budget preparation, planning, and future RFPs and in making transit presentations to the LTA, city, county, state, and federal agencies.

7.2.34 Holiday Service

Service will not be provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, unless otherwise directed by the LTA to the CE Contractor in writing at least 30 days prior to the required day of service.

7.2.35 Service Interruption

In the event of a service interruption of any kind, the CE Contractor shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the CE Contractor's discretion how to mitigate such events.

The CE Contractor shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA. This plan is due to the LTA no later than ninety days from the execution of the contract.

The CE Contractor will inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause major service interruptions, severe injuries, or media attention shall be reported to the LTA immediately. All service interruptions or detours when normal routing or service is resumed must be reported to the LTA.

7.3 Responsibilities And Duties Of The LTA For Specialized Transportation Operations

The San Benito County Local Transportation Authority (LTA) shall perform the following duties and accept the following responsibilities with respect to Specialized Transportation (ST) operations. To the extent reasonable and feasible, the ST Contractor shall assist the LTA in this regard.

7.3.1 System Planning and Administration

The LTA shall be responsible for all planning activities, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

7.3.2 Liaison with Local Jurisdictions, Citizens Groups

The LTA shall be responsible for coordinating project activities with local and regional governmental jurisdictions, agencies, and citizens' groups.

7.3.3 Notification - Potential Interference with Transit System Operations

The LTA shall make a reasonable effort to notify the ST Contractor in advance of any road closures, detours, parades or other such events within the jurisdiction of local agencies that may interfere with the ST operations or require deviations from established routes or schedules. The ST Contractor and the LTA shall mutually agree upon such deviations.

7.3.4 Advertising and Promotion

The LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of ST operations and to promote ridership. The ST Contractor shall assist and cooperate with marketing and promotional events or activities.

7.3.5 LTA Vehicles and Equipment; Maintenance and Repair

The LTA shall provide to ST Contractor the vehicles and equipment set forth in Appendix C. These vehicles and equipment shall be used only for activity directly related to the ST program covered by this Agreement, unless otherwise authorized, in writing, by the LTA.

The LTA shall maintain and repair the specified vehicles, including attached communications systems, and other specified equipment. The ST Contractor shall be responsible for daily vehicle servicing as described in Section 7.5.2 and for all damage to equipment excluding normal wear and tear. The ST Contractor shall promptly report all vehicle defects to the LTA's maintenance staff.

In the event the LTA determines driver operating practices cause a pattern of component failure or accelerated wear, the LTA will confer with the ST Contractor to develop a corrective training program or other corrective action.

7.3.6 Cost of Fuel

The LTA shall provide and be responsible for the cost of all fuel obtained by the ST Contractor at the LTA fueling facility necessary for the operation of ST revenue vehicles. The cost of fuel obtained by the ST Contractor at any facility other than the LTA fueling facility will not be covered by the LTA unless the ST Contractor has received written permission from the LTA approving the purchase.

7.3.7 Radio Communications System

The LTA shall provide and maintain a two-way radio communications system, which shall be used by ST Contractor solely for communications related to ST operations. The LTA shall provide and maintain license(s) as required for the radio system. The ST Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

7.3.8 Telephone System

LTA does not provide telephone equipment or any associated wiring or hookups.

7.3.9 ST Operations Headquarters

The LTA shall provide parking for ST operators and ST dedicated vehicles at an operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023. The ST Contractor shall provide its own office facility for all of its administrative functions.

Proposers [for exclusive ST services](#) may propose an alternative site for employee parking and ST dedicated vehicle parking. However, the alternative site must offer ample parking, and be well-lit and secured.

[A proposal for combined ST and CE services may operate jointly in the operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023 with phone and furniture additions paid for by the combined CE and ST contractor.](#)

7.3.10 Operating Policies and Procedures

The LTA shall establish all operating policies and procedures for the operation of ST services.

7.4 Duties And Responsibilities Of The Specialized Transportation Contractor

In this section, the duties and responsibilities shall refer to ST services only. All of these duties and responsibilities are also required of any contractor that provides combined CE and ST services with two exceptions to the ST requirements. These exceptions include Section 7.4.17 requiring the ST contractor to acquire an operations headquarters and Section 7.4.8 regarding operations management. A combined contractor will be able to use the current CE Operations Headquarters and instead of a Project Manager an additional full-time dispatcher will be required for the combined operations.

The ST Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of ST. The omission of a duty or responsibility from the following shall not relieve the ST Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating specialized transportation services of a kind and character such as ST services.

7.4.1 General ST Operations

The ST Contractor shall provide the necessary management, technical and operating services for the operation of the ST services as specified by the LTA. The ST Contractor shall assist and cooperate with the LTA in meeting the objectives of providing quality transportation services. The ST Contractor shall perform close liaison activities, coordination and cooperation with the LTA on matters related to operations, monitoring, reporting and service performance measurements. The ST Contractor shall furnish all equipment and services required in the operation and management of ST services unless specifically identified to be contributed by the LTA.

7.4.2 Out-of-County Non-Emergency Medical Transportation Services (OOCMT)

OOCMT services will be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Require medical services not provided in San Benito County
- Have no other transportation available

The ST Contractor shall schedule trips for OCCMT service at least one week in advance and accept subscription service reservations. If OOCMT clients request escort service to the registration lobby, ST Operators may be expected to provide basic English-Spanish translation. However, such services are limited to only the registration area.

7.4.3 Senior Lunch Transportation Program (SLTP)

SLTP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live within the designated areas
- Are at least 60 years of age

The ST Contractor shall accept telephone requests made 24 hours in advance and up to 14 days in advance. The ST Contractor shall accept subscription service reservations.

However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

7.4.4 Medical Shopping Assistance Program (MSAP)

MSAP services shall be provided as “door-through-door services” for individuals that meet the following criteria:

- Live in San Benito County
- Are at least 60 years of age or disabled
- Require escort services

The ST Contractor shall accept telephone requests made 48 hours in advance and up to 14 days in advance. The ST Contractor shall accept “subscription service” reservations (i.e. provision of repetitive trips over an extended period of time without requiring that individuals call to request reservations for each trip). However, the level of subscription service provided shall not exceed fifty percent (50%) of the total number of trips available during a service day.

The ST Contractor shall be responsible for developing a certification process with the LTA. Once the certification process is developed, the ST Contractor shall conduct the disability certification process for the MSAP service.

7.4.5 Fuel

The LTA shall be responsible, at its cost, for providing all fuel for revenue vehicles directly related to the operation of ST services. The ST Contractor shall be responsible for the actual fueling of the vehicle at LTA’s fueling facility. The ST Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

7.4.6 Service Standards

The ST Contractor shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the Performance Indicators described in this section shall be tracked by the ST Contractor in a manner satisfactory to the LTA.

The ST Contractor and the LTA shall meet quarterly, at a minimum, to evaluate performance of the system as indicated by the trends of the Performance Indicators. If a Performance Indicator trend indicates it is not fulfilling the intended purpose of a specific ST service, the LTA and ST Contractor shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the ST Contractor shall provide recommendations that could improve the trend. Should the LTA determine that the ST Contractor’s performance has contributed to a negative Performance Indicator trend, the ST Contractor shall take all reasonable actions requested by the LTA to improve trend performance. Should negative Performance Indicator trends persist, the LTA may take whatever additional action is necessitated by the circumstances and provided for in the Agreement of which this Scope of Work is a part.

A. ST Base Performance Standards

The ST Contractor shall track the Performance Indicators described below:

- 1) Safety – Accidents: Accidents per 100,000 vehicle miles. Accidents include vehicle collisions that occur on public or property. An accident is defined as any contact between the bus and another object except the road.
- 2) Customer Service – Complaints: Valid complaints per 100,000 boardings. Complaints exclude service requests, compliments, information requests, and bus stop repair requests.
- 3) Operations – On Time Performance: On-time bus trips as a percentage of total bus trips. The ST Contractor shall devise a statistically significant method of measuring on-time performance. LTA will review the method and if deemed appropriate, approve it. The ST Contractor shall submit the On-time Performance reports for each of the services on a monthly basis with the monthly operations report.
- 4) Operations – Passengers per Hour: Passenger boardings per vehicle revenue hour on all demand response services.
- 5) Operations – On-Board Service Evaluations: The ST Contractor shall, in cooperation with the LTA, develop a comprehensive service evaluation program to be implemented based on a statistically sound method and implemented by both parties.
- 6) Operations – Service Hours: In no event shall the total monthly vehicle revenue hours billed to the LTA for ST services exceed 640 hours. Of the 640 hours, a minimum of 380 hours shall be dedicated to OOCMT operations, a minimum of 120 hours shall be dedicated to SLTP services, and a minimum 100 hours shall be dedicated to MSAP services.
- 7) Maintenance – Fleet Inspections: The ST Contractor is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the ST Contractor bears a responsibility to report vehicle defects and assure compliance in pre-trip inspections and care of assigned vehicles. Fleet inspections will be conducted by LTA, the frequency of which shall be at LTA's discretion. LTA will randomly select buses for inspection from those that have recently been subjected to a Preventive Maintenance Inspection. The LTA will assess the condition of each bus based on the following categories: Unreported Defects, Safety, and Cosmetic. The inspector's results will be compiled in such a way as to arrive at a numerical score.
- 8) Customer Service - Complaint Follow-Up: The ST Contractor shall ensure all valid complaints are resolved in a timely manner and to the customer's satisfaction (subject to reasonableness). LTA will measure this performance indicator at its discretion using a random selection of complainants, who will be contacted and asked to answer several quantitatively based questions designed to measure the ST Contractor's administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the ST Contractor. The ST Contractor Performance Indicator will be the percentage of satisfactory responses received from survey participants. The ST Contractor shall take all reasonable actions necessary to ensure legitimate complaint generated issues are incorporated into a training format (for example, classes, memos, meetings) that will allow the organization to learn from mistakes and to reinforce positive standards of conduct and operations.

B. Out-of-County Non-Emergency Medical Transportation Standards:

- 1) Productivity Standard: Passengers per Vehicle Revenue Hour
- 2) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 3) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 4) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

C. Senior Lunch Transportation Program Standards:

- 1) Productivity Standard: Passengers per Revenue Vehicle Hour
- 2) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an average, as approved by the LTA
- 3) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 4) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 5) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

D. Medical Shopping Assistance Program Standards:

- 1) Productivity Standard: Passengers per Vehicle Revenue Hour
- 2) Demand-Response Wait Time (elapsed time between a "real time" demand response service request and passenger pickup): This will be a measure of passengers picked up within 15 minutes of scheduled pickup time and within 30 minutes of scheduled pickup time
- 3) Ride Time (the elapsed time between passenger pickup and drop off): Ride time shall be separated into several ride time categories or as an averaged, as approved by the LTA.
- 4) Reservation Reliability: A percentage measure of reservation trips completed within plus or minus 15 minutes of the recorded reservation time.
- 5) Service Refusals: Measure of the number of service requests refused per service day due to inability to respond at the requested reservation time. Consistent with federal law, there shall be no pattern of service refusals with respect to reservation requests made by individuals possessing valid ADA Paratransit eligibility identification cards.
- 6) No-Show Ratio: A measure of the percent of scheduled trips that are no-shows.

7.4.7 Operations Personnel

The ST Contractor shall provide all management, supervision, training, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate ST services. For purposes of this Agreement, the terms “employee(s)” and “personnel” shall include individuals employed by subcontractors that perform any of ST vehicle operations or related functions.

7.4.8 Operations Management

The ST Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.

The ST Contractor shall designate and provide the services of a Project Manager, subject to the approval of the LTA, who shall provide overall management and supervision of the ST public transportation program under the terms of this Agreement. The Project Manager must have a minimum of five years of experience in demand response transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from an accredited four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager shall work cooperatively with the LTA in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from the LTA, passengers and the general public; and responding to specific requests for other assistance as the need arises. The Project Manager shall be on duty at the ST operations headquarters.

The Project Manager designated for this project will not be replaced without the prior written consent of the LTA. Should the services of the Project Manager become no longer available to the ST Contractor, the resumé and qualifications of not less than three (3) qualified candidates shall be submitted to the LTA for approval as soon as possible, but in no event later than thirty (30) calendar days prior to the departure of the incumbent Project Manager. The LTA may require an interview of the proposed candidate(s) before an acceptance or rejection decision is made.

At all times, the Project Manager or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day ST operations, including emergency situations, or to provide coordination as necessary, and shall be authorized to act on behalf of the ST Contractor regarding all matters pertaining to this Scope of Work.

The ST Contractor Project Manager shall work a minimum of 40 hours per week between the hours of 8:00 AM and 5:00 PM Monday through Friday. The duties of the ST Project Manager include customer service, trip scheduling and general dispatch duties. Per Section 7.4, if the services of ST and CE are combined one additional full-time dispatcher will be required instead of the ST Project Manager.

7.4.9 Employee Selection and Supervision

The ST Contractor shall be responsible for the employment and supervision of all employees necessary to perform ST operations. The ST Contractor's responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

The ST Contractor shall use appropriate screening and selection criteria in order to employ operations personnel. The ST Contractor shall perform employment, DMV and criminal background checks, pre-employment drug screens and physicals of all employees associated with this agreement and shall undertake the steps necessary to assure all such employees perform their duties in a safe, legal, courteous, and professional manner at all times.

The ST Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of the performance of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment or has been within eight (8) years prior to his anticipated date of employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

The ST Contractor shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, servicing and control of ST vehicles and equipment. Said program will comply with all applicable requirements as established by the FTA or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991, as it may be amended from time-to-time.

The ST Contractor shall at all times comply, and shall require subcontractors to comply, with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

The ST Contractor will fully cooperate with the LTA in meeting the legal requirements of the labor protective provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended (49 U.S.C. 1609) and the Section 13(c) Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes which may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 13(c) protections granted to employees. The ST Contractor shall defend and indemnify the LTA from any and all claims and losses due to the 13(c) consequences of changes not requested by the LTA resulting in Section 13(c) grievances, claims and/or liability.

Nothing in this section shall be construed by either the ST Contractor or the LTA to be in conflict with the language and intent of Section 6.4, Independent Contractor, of the Agreement of which this Scope of Work is a part.

7.4.10 Bilingual (English/Spanish) Personnel

The ST Contractor shall make every effort to recruit bilingual (English/Spanish) personnel for driver, dispatcher, telephone operator, and supervisory positions. A minimum of fifty percent (50%) of operations personnel shall be bilingual and bilingual personnel shall be available during all transportation program operating hours to receive telephone calls from the public and to provide translation for transportation program personnel and passengers.

7.4.11 Training of Drivers and Operations Personnel

The ST Contractor shall develop, implement and maintain a formal training and retraining program that shall be subject to review and approval by the LTA. An outline

of the training program, including periodic updates, shall be on file in the offices of the LTA. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

The ST Contractor shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, accident/incident procedures, radio procedures, CE operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in performing Specialized Transportation services.

All drivers shall be certified as having completed the ST Contractor's formal training course for new drivers as approved by the LTA and be licensed with a valid California Class B operator's license with appropriate endorsements or certification(s) and medical card. Drivers of transit buses shall possess a Transit Bus Certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code. Drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate. Drivers shall meet all applicable requirements as established by the California Highway Patrol.

The ST Contractor shall prepare and furnish a Driver's Manual to the LTA for approval and to all drivers, dispatchers, telephone operators, and supervisors. Contents of the Driver's Manual shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, fares, bus and demand response schedules and services, information referrals, ADA regulations regarding trip reservations, reservation procedures, and operating policies. Operations control personnel assigned to scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

The ST Contractor shall implement, within ninety (90) days after the start of the contract term, a Spanish-language keyword/key-phrase training and proficiency testing program to assist all operating personnel to learn simple phrases to assist them in communicating fares and directions to Spanish-speaking transit riders.

7.4.12 ST Driver's Responsibilities

ST Drivers will, when requested by the LTA, distribute notices to passengers or otherwise render assistance with the ST customer relations, promotion, marketing, monitoring and supervisory functions. ST Drivers will collect appropriate fares, as determined by the LTA. ST Drivers will verify cash and token fares deposited in the

farebox but will not carry revenue. ST Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by the LTA.

ST Drivers shall have available at all times during operation of any bus an accurate time piece with active second hand (or digital equivalent), set each day to conform to local telephone system time.

7.4.13 ST Uniforms

ST drivers shall be in uniform at all times while in service or otherwise on duty. At all times ST drivers shall wear a badge that identifies the driver with name, employee number, or both. The ST Contractor shall provide driver's uniforms to its employees. The design, type and logo of the uniforms shall be subject to the LTA's advance approval. While in uniform drivers shall maintain a professional appearance at all times, even when off duty. Drivers in uniform, even when off duty, shall not participate in any activity or purchase any substances that would preclude them from legally operating a bus.

7.4.14 Safety Program

The ST Contractor shall assume full responsibility for assuring that the safety of passengers and operations personnel, and the LTA's vehicles and equipment, are maintained at the highest possible level throughout the term of this Agreement. The ST Contractor shall comply with all applicable California Highway Patrol and OSHA requirements and shall furnish the LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

The ST Contractor shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by the ST Contractor to drivers and other employees, and participation in risk management activities under the auspices of ST Contractor's insurance carrier or other organization. The ST Contractor shall provide a copy of said Safety Program and subsequent program updates to the LTA.

The ST Contractor shall participate in the State of California Department of Motor Vehicles "Driver Pull Notice Program" for appropriate monitoring of employee driver license activity. The ST Contractor shall require all drivers, control room personnel, and supervisors to participate in the safety program.

7.4.15 Accident, Incident, and Complaint Procedures

A. General Requirements

The ST Contractor shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in service and demand response vehicles operating more than thirty minutes behind schedule based on reservation times.

Regardless of the type of incident or accident, LTA shall be notified immediately if Contractor becomes aware that members of the media (print, radio, television, on-line) are present at the location of the incident or accident.

B. Incidents

The ST Contractor shall provide specific information to the LTA on all out-of-ordinary incidents arising during the service. Such incidents shall include, but not be limited to, onboard incidents and disputes with or among passengers. The ST Contractor shall notify the LTA immediately after becoming aware of the incidents. Notification shall address the incident and how it was handled and resolved. Unless otherwise requested, written documentation of such notification shall be submitted on a monthly basis. Operators shall notify Dispatch of any illegal actions on the bus or injuries to passengers immediately. Dispatch shall notify the law enforcement agency of the jurisdiction in which the incident or accident took place.

C. Accidents

All traffic accidents involving LTA vehicles, irrespective of injury, shall be reported to the Highway Patrol, local police or sheriff, as appropriate, and then to the LTA. The ST Contractor shall request that the law enforcement agency respond to investigate the accident. The ST Contractor shall furnish the LTA with copies of all accident reports.

The LTA shall be notified by the ST Contractor of all accidents resulting in loss or damage to ST property as soon as possible, but in all cases within 24 hours. In cases involving injury, the ST Contractor shall notify the LTA immediately after appropriate emergency services are contacted.

D. Complaints

Contractor shall address complaints as soon as possible. Initial contact with the complainant shall be made within twenty-four (24) hours of receiving the complaint in person, by telephone or by e-mail. Contractor shall make every reasonable effort within established LTA policies to resolve complaints at its level. Contractor shall immediately report complaints to the LTA that meet the criteria listed below, as such criteria may be amended by the LTA from time to time:

- Complaints that cannot be resolved at Contractor level.
- Complaints that can be mitigated through timely actions only by LTA staff.
- Complaints by individuals that indicate they plan to complain to LTA staff, elected officials or the Federal Transit Administration.

Contractor shall prepare written reports on all complaints received in a format specified by the LTA. At a minimum, written reports on complaints shall be submitted to LTA weekly.

Requests for services not currently provided by ST or CE shall be recorded and reported with complaints in a format specified by the LTA.

E. Reporting Service Interruptions

Contractor shall report to LTA in-service vehicle failures, lift failures of buses in service and demand response vehicles operating more than thirty minutes behind schedule, based on reservation times, in a time and manner specified by the LTA. At a minimum, these items shall be recorded and reported to the LTA weekly in a

written format specified by the LTA. The activities required to be reported and the format in which they are reported is subject to change at LTA's discretion.

7.4.16 Vehicle Control and Scheduling

The ST Contractor shall implement and maintain an effective vehicle control system to maintain radio or telephone contact with all vehicles in service so as to provide supervision and guidance to vehicle operators, and respond to mechanical breakdowns, accidents and incidents in a timely and responsible manner consistent with industry practice.

The ST Contractor shall utilize a systematic method to schedule and transport ST passengers. The scheduling method shall integrate all demand for service into efficient vehicle tours that maximize productivity and assure service quality at levels prescribed in this Scope of Work.

7.4.17 Operations Headquarters

The ST Contractor shall be responsible for acquiring an operations headquarters that shall provide office space for the Project Manager and Dispatch staff. The office space shall be ADA accessible and be located within the City of Hollister. ~~The office space shall be located within one-fourth (.25) mile of a CE Fixed Route. If ST and CE services are combined the contractor may operate both of the services from the LTA provided operations headquarters facility located at 3240 Southside Road, Hollister, California, 95023 and the requirement of acquiring a separate operations headquarters is waived.~~

The ST Contractor shall provide and maintain operations and control room furnishings and equipment required to provide ST services. The ST Contractor shall provide and maintain computers, telephones, phone lines, maps, information boards, official time clock, desks, tables, chairs, and other office equipment as may be appropriate.

The ST Contractor shall be responsible for providing custodial services for the ST Contractor occupied areas. These services will be performed at a minimum of twice a week. The ST Contractor shall also be responsible for providing cleaning and maintenance supplies for custodial services.

7.4.18 Telephone Reservation and Information System

The ST Contractor shall acquire a telephone system and respond to incoming calls from ST patrons for the purposes of requesting service information and demand response service or reservations. The ST Contractor shall advise the LTA if call volume appears to exceed phone line capacity to respond to incoming calls with a minimum of busy signals. The ST Contractor shall coordinate with the LTA annually or more frequently, if necessary, to monitor and evaluate call volume and the need for additional phone lines.

The ST Contractor shall install and maintain at the ST Contractor's expense, separate telephone line(s) for business office, facsimile, internet or other calls. The ST Contractor shall make special efforts to respond to telephone service and information requests from hearing-impaired ST patrons. The ST Contractor may provide TDD equipment for communications with hearing-impaired patrons or use the California Relay Service.

7.4.19 Fares and Fare Collection

All fares of any kind or character to be paid by ST patrons shall be established by the LTA. The ST Contractor shall assure each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons into the fareboxes provided by the LTA in each vehicle. The ST Contractor shall collect or otherwise process, in the manner directed by the LTA, all non-cash fares (vouchers, transfers, passes and the like). All fares collected are the sole property of the LTA.

In the event a farebox requires repair or replacement, the ST Contractor will immediately have the LTA repair and/or exchange the broken farebox to ensure that regular service is not interrupted. Any transfer of revenue will be done in a secure fashion in accordance with the ST Contractor's policies and procedures. All incidents of farebox malfunction shall be reported to the LTA within 24 hours.

7.4.20 Fare Revenue Processing

The CE Contractor shall process fares under dual custody at all times. When not in dual custody fares shall be stored in a vault or other highly secure, lockable container. Fares shall be counted utilizing dual custody in a room that is observable by supervisory staff either directly or by closed circuit television. Contractor shall reconcile fare revenues to passenger activity in a process approved by LTA. All fare accounting shall be in accordance with procedures to be proposed by the ST Contractor and subject to LTA approval. At least once each week, or more frequently if so directed by the LTA, the ST Contractor shall deposit fare revenue at a banking institution as directed by the LTA and submit deposit receipts to the LTA weekly. Reports on the revenues collected and deposited shall be provided to the LTA on a weekly basis. The LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to the ST Contractor.

7.4.21 Books, Record, Reports, and Inspection

The ST Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for the LTA under this Agreement on file for at least three (3) years following the date of final payment to the ST Contractor by the LTA. Original documents or certified copies shall be maintained locally at a place that shall be subject to the LTA's approval. Any duly authorized representative(s) of the LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during the ST Contractor's usual and customary business hours. Further, any duly authorized representative(s) of the LTA shall be permitted to observe and inspect any or all of the ST Contractor's facilities and activities during the ST Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the ST Contractor's compliance with the provisions of this Agreement. In such instances, the LTA's representative(s) shall not interfere with or disrupt such activities.

The ST Contractor shall collect, record, and report to the LTA on a monthly basis all accounting data for the ST operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request.

The ST Contractor shall collect, record, and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to,

data required under Section 99247 of the California Public Utilities Code, as is now in force or may hereafter be amended, passenger count data by fare and demographic category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings, missed trips, accidents and incidents, complaints and compliments, demand service requests refused, and passenger no-shows.

Information concerning vehicle activity shall be collected daily on the driver's log, route driver's report, dispatch log, and/or other forms as developed by the ST Contractor and approved by the LTA, and shall be summarized daily on the Daily Operations Summary. Daily vehicle activity data shall include, by individual vehicle, the number of passengers, wheelchair boardings, pick-up and drop-off times for demand response, mileage, and revenue. Dispatch records must show times for receipt of service requests, pick up assignment made, actual pick up, variance between promised and actual pick up times, actual drop off time, and total time between pick up and drop off.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays and, if needed, evenings, Saturdays.

In addition to statistical data, Monthly Reports shall summarize the employee safety program and training activities, employee turnover, and other information as may be requested from time to time.

Project Manager shall compile and submit monthly reports, which shall be submitted to the LTA no later than the tenth (10) calendar day of the following month, comprised of the following:

- Transmittal Letter
- Ridership
- Revenue Service Hours
- Revenue Service Miles
- Fares Collected
- Number of Service Days
- Lift-Assisted Trips
- Turn Downs
- No Shows
- Cancellations
- Employee Hours
- Monthly Fuel Usage
- Summary of Ride Checks
- Summary of Accidents
- Summary of Incidents
- Summary of Wait Time
- Summary of Ride Time
- Summary of Road Calls

7.4.22 System Promotion

The ST Contractor shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The ST Contractor shall, however, cooperate with the LTA in any such activities initiated by the LTA by making available needed equipment and personnel at no cost or expense to the LTA. The ST Contractor also shall dispense the LTA information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things requested by the LTA to assist and support the LTA's advertising and public information efforts. The ST Contractor shall ensure that sufficient quantities of passenger information materials are maintained and appropriately organized and displayed on each revenue vehicle at all times.

7.4.23 System Recommendations

The ST Contractor shall continually monitor ST operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTA and make recommendations to it upon observed deficiencies and needed improvements. The LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

7.4.24 Route Planning and Schedule Coordination

The ST Contractor will provide the LTA with information to contribute to short and long-range planning and will collect data and perform miscellaneous surveys to be used in assimilating information needed to successfully monitor the service and clients and to respond to any and all reporting requirements. The ST Contractor will assist transit planning staff at the LTA in service planning. Contributions may include mileage, vehicle, and any other resource requirements needed to implement new or modified service. This information may be used in budget preparation, planning, and in making transit presentations to the LTA, city, county, state, and federal agencies.

7.4.25 Holiday Service

Service will not be provided on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, or Christmas Day, unless otherwise directed by the LTA to the ST Contractor in writing at least 30 days prior to the required day of service.

7.4.26 Service Interruption

In the event of a service interruption of any kind, the ST Contractor shall ensure that appropriate action is taken to mitigate the situation. In general, it is at the ST Contractor's discretion how to mitigate such events.

The ST Contractor shall provide a contingency plan in the event of a work stoppage by employees and/or in the event of lack of operators, supervisors, or maintenance personnel, in order to maintain and provide on-time bus service and acceptable performance standards to the LTA.

The ST Contractor shall inform the LTA regarding any route problems, delays, detours, or vehicle breakdowns. Incidents/accidents that cause a major service interruption, severe injuries, or media attention shall be reported to the LTA as soon as reasonably possible. When normal routing or service is resumed, all service interruptions or detours must be reported to the LTA.

7.5 CE and ST Contractor Duties And Responsibilities On LTA-Owned Vehicles

All Contractors shall perform the duties and accept the responsibilities set forth below in connection with use of LTA vehicles and equipment.

7.5.1 LTA Vehicles and Equipment

By execution of the contract for management and operations services, of which this Scope of Work is a part, the Contractor shall acknowledge receipt of the vehicles and equipment listed in Appendix C, and that each and every item has been received in good working condition. In the event the LTA provides the Contractor with additional buses and/or equipment at future times, Appendix C shall be amended as set forth in Agreement Section 6.6.2, Minor Changes. Upon termination of the contract, the Contractor shall return all the LTA-owned equipment absent any damage, less reasonable wear and tear.

All LTA provided vehicles and equipment shall be used by the Contractor to perform the services as required in this Scope of Work. Use of LTA vehicles and equipment that is not directly related to passenger pickups and emergency road-calls is strictly prohibited. The Contractor shall comply with all applicable federal statutes and regulations in connection with radio system use.

7.5.2 Daily Vehicle Inspection and Servicing

The Contractor shall perform daily vehicle servicing on all LTA vehicles used in revenue service. Daily vehicle servicing shall include, but not be limited to, fueling; checking and, if necessary, adding engine oil and/or coolant; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; graffiti removal, exterior and interior visual inspection; and driver's report of vehicle safety, reliability, or performance defects, including climate control mechanisms. The Contractor shall develop, implement and maintain a written checklist, which shall be subject to the LTA's approval, of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for the LTA's and California Highway Patrol's review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

In addition to the checklist, the Contractor shall complete and submit a work order to the LTA's maintenance staff describing vehicle defects requiring fleet maintenance inspection or repair. Contractor must report directly to the LTA to ensure that defects noted in driver vehicle inspections are being repaired and not deferred for an unreasonable length of time. Preventative maintenance and vehicle repairs are performed by the LTA mechanics. The Contractor is responsible for reported vehicle conditions requiring repairs to the LTA mechanics in compliance with required General Maintenance Standards.

All daily vehicle inspection checklists and work orders shall be submitted to LTA maintenance staff at the end of each operating day in a manner to be determined by the LTA.

ST Contractor shall review DVI's daily to ensure that repairs have been made as requested and specific repair requests are not being repeated.

7.5.3 Vehicle Cleaning

The Contractor shall maintain LTA vehicles in a clean and neat condition at all times. A bus cleaning and washing log shall be maintained and furnished to the LTA on a

monthly basis. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least twice per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be immediately repaired or reported to the LTA maintenance staff upon discovery.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Graffiti shall be removed as soon as is practical after it is detected, and in no case shall a vehicle be returned to service prior to the graffiti being removed. Buses shall be kept free of vermin and insects at all times. The Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

The existing CE Contractor estimates the daily cleaning of the buses requires 30 minutes per bus and the weekly interior and exterior cleaning requires 60 minutes. The fueling is estimated to be 10 minutes per bus per day. The CE contractor has the option of continuing having the drivers clean and fuel the buses or provide alternative cleaning and fueling services that meet the standards required in the contract.

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The Contractor shall promptly report all vehicle defects to LTA's maintenance staff upon discovery.

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7.5.4 Vehicle and Equipment Repair Due to Collision, Vandalism, or Abuse

CONTRACTOR shall be responsible for the cost of all repairs to LTA vehicles and equipment, regardless of the party found to be at fault for the damage, to correct loss or damage due to collision, vandalism, theft, abuse or as the result of Contractor filling a vehicle fuel tank with improper fuel, if such damage occurred while the vehicle was under CONTRACTOR's care and control. If LTA determines that vehicle or equipment loss or damage occurred while under CONTRACTOR's care and control, LTA will notify CONTRACTOR and will complete the repairs or have the repairs completed by a third party, and the cost of said repairs shall be deducted from payments due CONTRACTOR. Alternatively, LTA may, at its discretion, direct CONTRACTOR to expeditiously affect repairs. Repairs undertaken by CONTRACTOR shall be completed to LTA's satisfaction. If any repairs undertaken by Contractor are not satisfactory to LTA, at its sole discretion LTA may allow CONTRACTOR an opportunity to correct the repair to LTA's satisfaction at CONTRACTOR's cost, or LTA may arrange for repairs itself and bill CONTRACTOR for the full cost of the repairs.

The Contractor shall promptly report vehicle damage to the LTA fleet maintenance staff. Should the LTA determine unreported vehicle or equipment damage is the responsibility of the Contractor, it shall notify the Project Manager or other designated on-site Contractor representative. As soon as is practicable, but in all cases within 24 hours after notification, the Contractor representative shall review the damage. The LTA shall then complete the work, document the repair or replacement on a work order,

and the Contractor shall be responsible for the cost of repairs in accordance with the provisions of the Agreement.

7.5.5 Roadcalls and Towing

The LTA fleet maintenance staff will respond to roadcalls to assist with disabled vehicles upon request by the Contractor. The Contractor shall adhere to the following procedures in making roadcalls:

The Driver shall notify the Dispatch Office of the location and problem(s) with the vehicle. The driver shall make every attempt to park the vehicle in a safe location that does not block pedestrian or vehicle traffic.

Dispatch notifies the LTA maintenance staff and forwards the information. Unless otherwise approved by LTA, a backup vehicle shall be dispatched to continue the affected route service.

The LTA maintenance staff will go on site to assess the situation. Maintenance will determine if the vehicle can be repaired on site or if it should be towed into the yard. Under no circumstances should a vehicle be left unattended.

In the event LTA maintenance staff is unavailable when first contacted, the dispatcher shall repeat attempts to contact staff up to 90 minutes prior to the scheduled closing of the dispatch office.

If LTA maintenance staff is still unavailable 90 minutes prior to the close of dispatch, the dispatcher on duty shall request towing service to return the vehicle to the LTA's maintenance facility at 3240 Southside Road, Hollister, California 95023. The dispatcher shall also notify the LTA of this course of action.

A vehicle shall not be left unattended overnight unless specific authorization is given by the LTA staff. In the event that a vehicle will be left unattended, the Contractor shall notify the appropriate law enforcement agency for the area in which the vehicle will be left. In such cases the driver shall secure the vehicle and remove all valuables.

After-Hours Roadcalls: When a situation occurs outside of standard Maintenance and Administration work hours, the Dispatcher shall attempt to contact LTA's Executive Director at the LTA office. If the Executive Director cannot be contacted there, the Dispatcher is authorized to contact the Executive Director at home. If unable to contact the Executive Director, the Dispatcher shall contact LTA's Transit Manager and seek direction in this situation. Written direction from the LTA may supersede this directive.

If the roadcall is determined by the LTA to be caused by collision, vandalism, abuse, or Contractor employee error, then the cost of the roadcall shall be deducted from payment to the Contractor in accordance with the provisions of the contract.

7.5.6 Vehicle Delivery

The Contractor shall provide the delivery of vehicles to the LTA-designated suppliers for repair and servicing as requested by the LTA maintenance staff. The Contractor shall deliver vehicles as quickly as practicable, but, in any case, within five (5) working days following any LTA request. Except when delivery is required to repair damage as described in Section 6.8.1, Contractor shall be entitled to reimbursement for vehicle delivery expenses as specified in the Agreement.

7.5.7 Vehicle Fueling

Revenue vehicles shall be fueled by Contractor at LTA's fueling facility. LTA shall be responsible for the actual cost of the fuel. The Contractor shall be responsible for fueling each vehicle with the type of fuel intended to be used for the type of engine in the vehicle. The Contractor shall reimburse the LTA for the cost of repairs to vehicles fueled by the Contractor with improper fuel. The Contractor shall adhere to any and all accounting, administrative and operating procedures required by the LTA in connection with fueling operations. The Contractor shall record all fueling activities by fuel type and submit a summary of such activities on the monthly report.

The cost of fuel and fueling of non-revenue vehicles shall be CONTRACTOR's responsibility. Non-revenue vehicles shall not be fueled at LTA's fueling facility.