



**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, May 15, 2025
4:00 P.M.

LOCATION: County Board of Supervisors Chambers
481 Fourth Street
Hollister, CA 95023

DIRECTORS: Ignacio Velazquez, Chair (County of San Benito)
Roxanne Stephens, Vice-Chair (City of Hollister)
Jackie Morris-Lopez (City of San Juan Bautista)
Rolan Resendiz (City of Hollister)
Kollin Kosmicki (County of San Benito)

ALTERNATES: San Benito County: Dom Zanger
City of San Juan Bautista: Scott Freels
City of Hollister: Rudy Picha

NOTICE OF PROCEDURES FOR LOCAL TRANSPORTATION AUTHORITY MEETINGS

The meeting will be available through Zoom, for those who wish to join or require accommodations.

Members of the public may participate remotely via Zoom at the following link: <https://zoom.us/join> with the following: Webinar ID: 828-5699-9108 and Passcode: 498083

*Those participating by phone who would like to make a comment can use the “raise hand” feature by dialing “*9” (star-nine) . In order to receive full Zoom experience, please make sure your application is up to date.*

Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the COG Board of Directors reserves the right to conduct the meeting without remote access.

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section 3. Public Comment.***

1. CALL TO ORDER

2. Verification of Certificate of Posting

3. **Public Comment:** *(Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. Speakers are limited to 3 minutes.)*

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

4. APPROVE Local Transportation Authority Regular Meeting Action Minutes Dated April 17, 2025 – Gomez

ACTION ITEMS:

5. AUTHORIZE SBCOG Executive Director to Enter into Contract Negotiations and Execute a Contract with Transdev Services for the Operations of Specialized Transportation Services for a Period of Three (3) Base Years and (2) Two Option Years – Borick

Adjourn to LTA Meeting on June 19, 2025. Agenda deadline is June 2, 2025, at 12:00 p.m.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

Written Comments & Email Public Comment

Members of the public may submit comments via email by 5:00 PM. on the Wednesday prior to the Board meeting to the Secretary at monica@sanbenitocog.org, regardless of whether the matter is on the agenda. Every effort will be made to provide Board Members with your comments before the agenda item is heard.

Public Comment Guidelines

1. If participating on Zoom: once you are selected, you will hear that you have been unmuted. At this time, state your first name, last name, and county you reside in for the record.
2. The Council of Governments Board welcomes your comments.
3. Each individual speaker will be limited to a presentation total of three (3) minutes.
4. Please keep your comments brief, to the point, and do not repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.

If you have questions, contact the Council of Governments, and leave a message at (831) 637-7665 x. 201, or email monica@sanbenitocog.org.

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Local Transportation Authority on May 15, 2025, at 4:00 P.M. was posted at the following locations freely accessible to the public:

The front entrance of the San Benito County Administration Building, 481 Fourth Street Hollister, CA 95023, and the Council of Governments Office, 650 San Benito St., Ste. 120, Hollister, CA 95023, at the following date and time:

On the 12th day of May 2025, on or before 3:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, www.sanbenitocog.org, under Meetings, LTA Board, Meeting Schedule

I, Norma Aceves, swear under penalty of perjury that the foregoing is true and correct.

Monica Gomez

BY: _____
Monica Gomez, Secretary II
Council of San Benito County Governments

San Benito
County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
Board of Supervisors Chambers, 481 Fourth Street, Hollister, CA 95023, Zoom Platform
April 17, 2025, at 4:00 P.M.

ACTION MINUTES

MEMBERS PRESENT:

Chair Ignacio Velazquez, Vice Chair Roxanne Stephens, Director Kollin Kosmicki, Director Rolan Resendiz.

MEMBERS ABSENT:

Director Jackie Morris-Lopez.

STAFF PRESENT:

Executive Director; Binu Abraham, Office Assistant; Griselda Arevalo; Administrative Services Specialist, Norma Aceves, COG Legal Counsel; Osman Mufti, Kirk Trost (via-Zoom).

1. CALL TO ORDER:

Chair Velazquez called the meeting to order at 5:27 p.m.

2. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Director Kosmicki Second: Director Resendiz

Motion carried: 4/0

Yes: Velazquez, Stephens, Kosmicki, Resendiz

No: None

Recused: None

Abstention: None

Absent: Morris-Lopez

3. Public Comment: *(Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. Speakers are limited to 3 minutes.)*

There was no public comment.

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

4. APPROVE Local Transportation Authority Special Meeting Action Minutes Dated March 20, 2025 – Gomez
5. ADOPT Resolution 2025-01 Authorizing the Execution of the Low Carbon Transit Operations Program Project “Continuing of Intercounty Services.” – Diaz

There was no public comment on the Consent Agenda.

Motion made to approve the Consent Agenda Items 4 & 5:

Motion: Director Resendiz Second: Director Kosmicki
Motion carried: 4/0
Yes: Velazquez, Stephens, Kosmicki, Resendiz
No: None
Recused: None
Abstention: None
Absent: Morris-Lopez

ADJOURNMENT:

There being no further business to discuss, Director Resendiz motioned to adjourn at 5:28 p.m.

Motion seconded by Vice Chair Stephens.

Motion carried: 4/0
Yes: Velazquez, Stephens, Kosmicki, Resendiz
No: None
Recused: None
Abstention: None
Absent: Morris-Lopez

ADJOURN TO LTA MEETING MAY 15, 2025 AT 4:00 P.M.

STAFF REPORT

Action

Prepared By: Samuel Borick, Transportation Planner

Subject: Transit Operations Contract for Specialized Transportation Services

Agenda Item 5

Approved By: Binu Abraham, Executive Director

Meeting Date: May 15, 2025

Recommendation:

AUTHORIZE SBCOG Executive Director to enter into contract negotiations and execute a contract with Transdev Services for the operations of Specialized Transportation services for a period of three (3) base years and (2) two option years.

Summary:

The San Benito County Local Transportation Authority (LTA) sought proposals from qualified transit vendors for the operation of its Specialized Transportation services. Transdev Services Inc. submitted the highest-scoring proposal for the operation of the Specialized Transportation service and is recommended for the contract award.

Background/Discussion:

On March 25, 2025, the San Benito County Local Transportation Authority (LTA) released its Transit Operations Request for Proposals (RFP) packet. The RFP sought proposals from qualified transit firms for the operation of the Specialized Transportation service. LTA staff worked to develop clear and comprehensive procurement documents that outlined the responsibilities of all parties and emphasized the importance of ensuring safe and efficient operations.

Proposals were due to the LTA on April 24, 2025. The LTA received two proposals for the operation of the Specialized Transportation service, from Transdev Services, Inc. and Community Bridges. All responsive proposals were scored by the review committee based on the scoring rubric outlined in the RFP. In addition, proposing firms were invited to participate in interviews with the LTA.

Upon conclusion of the review process, LTA staff recommends awarding Transdev Services, Inc. the contract for the operation of Specialized Transportation services.

Attached to this staff report is a draft contract between the LTA and Transdev Services, Inc. The contract is for a base period of three (3) years with the option to extend it for two (2) additional years with an effective start date that will be mutually agreed upon by both parties. The Specialized Transportation service contract is projected to total \$2,352,754 over five (5) years, based on 4350 annual revenue service hours, with a maximum of 6700 hours, subject to annual approval of the LTA budget by the Board of Directors.

Financial Impact:

Funding for the Specialized Transportation operations will be accounted for in the FY 2025-2026 LTA Budget. The Specialized Transportation contract includes up to five (5) years of service and funding is subject to the SBCOG Board's approval of the annual LTA budget.

Attachments:

1. Draft Specialized Transportation Contract
2. Request for Proposals #2025-02
3. Proposal Scoring Results

**AGREEMENT FOR
TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES
(Specialized Transportation)**

This AGREEMENT for management of the Specialized Transportation public transit system hereinafter referred to as “Specialized Transportation”, is made and entered into this ____ day of _____ 2025 by and between the San Benito County Local Transportation Authority, hereinafter referred to as “LTA” and, Transdev Services, Inc., hereinafter referred to as “CONTRACTOR”.

WITNESSETH

WHEREAS, the LTA has determined that it requires management and operation services for its Specialized Transportation 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:

1.1 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.

1.2 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.

1.3 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 Specialized Transportation.

1.4 Independent Contractor

The 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.

1.5 Scope of Work

Subject only to the general policies and direction of the LTA with regard to Specialized Transportation 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 Specialized Transportation in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

1.6 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 the Specialized Transportation system operations.

1.6.1 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 TO THE SPECIALIZED TRANSPORTATION AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

1.6.2 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 the Specialized Transportation 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 by more than twenty (20%) of the estimated revenue operating hours for the initial contract price tier, or by more

than twenty percent (20%) of the estimated revenue operating hours for any of Price Tiers I, II, and III, if there has been a transition between pricing schedules in accordance with Section 1.8.5 of this Agreement. Such changes shall be made by written sequentially numbered change order.

1.7 Term of Agreement

1.7.1 Base Term

This AGREEMENT shall become effective May 1, 2025 and shall continue in full force and effect through April 30, 2028, unless otherwise extended or terminated as provided herein. The first three (3) years of the Agreement shall be known as “base years.”

1.7.2 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, 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 two (2) one-year option terms. If the LTA does not extend the Agreement per this section, it shall expire as provided for in Section 1.7.1, Section 1.16 or on the last day of the most current option year extension approved by the LTA. Payment for option years is shown in Section 1.8.

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 the Specialized Transportation transit services during the time periods otherwise covered by the option years.

1.7.3 Month-to-Month Extensions

Upon completion of the full term of this AGREEMENT LTA and CONTRACTOR may, upon mutual agreement, 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 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 August 31, of the termination of the last option year of the AGREEMENT. Subject to an increase of 3%, the fixed and hourly 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.

1.8 Compensation for Services

1.8.1 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. Monthly billing will be submitted using the tier pricing rates below based on the annualized service level performed over the previous quarter.

Tier 1 Pricing

Estimated Annual Revenue Vehicle Hours (RVH) 3,500					
Rates	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month	\$ 12,274.01	\$ 12,839.16	\$ 13,349.88	\$ 13,715.84	\$ 14,063.55
Rate Per Revenue Vehicle Hour (RVH)	\$ 66.90	\$ 72.17	\$ 76.26	\$ 83.11	\$ 87.83
Annual Costs	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month multiplied by 12 months	147,288	154,070	160,199	164,590	168,763
Rate per RVH Multiplied by Estimated Annual RVH	234,140	252,603	266,909	290,888	307,416
Total Annual Cost (Fixed Monthly Rate Cost + RVH Based Cost)	381,428	406,673	427,108	455,478	476,178

Tier 2 Pricing

Estimated Annual Revenue Vehicle Hours (RVH) 4,350					
Rates	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month	\$ 12,290.75	\$ 12,857.00	\$ 13,368.59	\$ 13,735.97	\$ 14,085.41
Rate Per Revenue Vehicle Hour (RVH)	\$ 62.10	\$ 66.89	\$ 70.61	\$ 76.83	\$ 81.44
Annual Costs	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month multiplied by 12 months	147,489	154,284	160,423	164,832	169,025
Rate per RVH Multiplied by Estimated Annual RVH	\$ 270,145	\$ 290,959	\$ 307,141	\$ 334,195	\$ 354,262
Total Annual Cost (Fixed Monthly Rate Cost + RVH Based Cost)	\$ 417,634	\$ 445,243	\$ 467,564	\$ 499,027	\$ 523,287

Tier 3 Pricing

<i>Rates</i>	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month	\$ 12,755.94	\$ 13,426.15	\$ 13,957.21	\$ 14,347.70	\$ 14,716.65
Rate Per Revenue Vehicle Hour (RVH)	\$ 63.00	\$ 68.06	\$ 71.98	\$ 78.55	\$ 82.80
<i>Annual Costs</i>	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month multiplied by 12 months	153,071	161,114	167,487	172,172	176,600
Rate per RVH Multiplied by Estimated Annual RVH	422,073	456,012	482,275	526,295	554,784
Total Annual Cost (Fixed Monthly Rate Cost + RVH Based Cost)	575,144	617,126	649,761	698,467	731,384

1.8.2 Vehicle Delivery Expense Reimbursements

LTA shall reimburse CONTRACTOR at the rate per revenue vehicle service hour shown in Section 1.8.1 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.

1.8.3 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.

1.8.4 Service Adjustments

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour under the CONTRACTOR's pricing schedule in section 1.8.1 above, provided that the adjusted annual revenue vehicle hours remain closer to the current pricing schedule than to the alternative pricing schedule. Adjustments 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.

1.8.5 Transition Between Pricing Schedules

CONTRACTOR acknowledges that LTA may in LTA's sole discretion increase services and annual vehicle revenue hours under this Agreement. In the event a service adjustment necessitates a transition between pricing schedules, LTA shall provide CONTRACTOR with ninety (90) days' notice of the transition and the parties shall coordinate that transition

such that the additional services are implemented by CONTRACTOR efficiently no later than ninety (90) days' from the date of the notice. Adjustment to pricing schedules shall not be applied retroactively.

1.9 Invoice; Payment

1.9.1 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 the County Express as identified in Exhibit A - Scope of Work, or revisions thereto, and operator trip sheets.
- b. Fixed monthly payment or alternate fixed monthly payment

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.

1.9.2 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 the CONTRACTOR within thirty (30) working days after receipt of invoice by LTA.

1.10 Deductions From Payment

1.10.1 Application of Deductions to Invoice

Deductions from the 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.

1.10.2 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 \$57.90 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.

1.10.3 Taxes and Other Obligations

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Section 1.8 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 1.8, 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.

1.10.4 Liquidated Damages

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 l 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 under this AGREEMENT. Additionally Liquidated Damages shall not be assessed if the cause of the Liquidated Damages are the result of a force majeure event specified in Section 1.20.1 of 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 defined in the Scope of Services below.
- b. One Thousand Dollars (\$1,000) per incident for each day that a vehicle or vehicle enters revenue service without a completed pre-trip inspection (includes inspecting serviceability and cleanliness of ADA lifts, ramps and securements).
- c. 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.
- d. 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.
- e. 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).
- f. 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.
- g. One Hundred Dollars (\$100) per day after the 10th day of each month where a required report under Section 2.2.29 of this Agreement is not submitted.
- h. One hundred dollars (\$100) per incident for buses departing before the time check point published in the ST system's timetables will be assessed up to a maximum of one thousand dollars (\$1,000) for each calendar month of operation.
- i. 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.
- j. 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.

- k. Five Hundred Dollars (\$500) if LTA receives five (5) or more customer complaints per month. Complaints warranting the assessment of this deduction are limited to those complaints CONTRACTOR has direct control over and can be substantiated.
- l. Five Hundred Dollars (\$500) if three (3) or more occurrences in a month where the CONTRACTOR takes longer than three (3) business days to make contact with a passenger who has lodged a complaint.
- m. One Thousand Dollars if CONTRACTOR receives three (3) or more findings during a Federal Transit Administration (FTA) Triennial Review that the CONTRACTOR is responsible for.
- n. A deduction at the rate A deduction at the rate of Five Thousand Dollars (\$5,000) if the CONTRACTOR fails to pass a California Highway Patrol (CHP) inspection. If the CONTRACTOR fails the subsequent CHP inspection (i.e. fails two inspections in a row), a penalty Month be assessed at the rate of Ten Thousand Dollars (\$10,000). If the CONTRACTOR fails another subsequent CHP inspection, which would be the third failure in a row, a penalty may be assessed at the rate of Twenty Thousand Dollars (\$20,000) and may result in termination of the contract.
- o. One Hundred Dollars (\$100) per calendar day that CONTRACTOR fails to maintain the transit facilities as required by EXHIBIT A, Scope of Work.
- p. Five hundred dollars (\$500) for each month that overall on-time performance falls below 90% as determined by a method for tracking Key Performance Indicators 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.
- q. The determination of whether or not to assess liquidated damages under this Section 1.10.4 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. Notwithstanding the foregoing, this section 1.10.4 shall apply six (6) months following the execution of this Agreement to allow CONTRACTOR to establish and commence operations.
- r. CONTRACTOR and LTA agree that Exhibit E, KPI's may be periodically amended from time to time by mutual consent in writing of the Parties which shall not necessitate a formal amendment of this Agreement as contemplated under Section 1.6.1 herein.

CONTRACTOR and LTA agree that the collective impact on operations of repeated violations of 1.10.4 (a-p) has a detrimental impact on LTA and CONTRACTOR and LTA further agree that the amount of damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, should there be three (3) or more violations of any three (3) distinct subsections a through p above in a calendar month, CONTRACTOR agree to meet and confer no later than the 15th of the following month regarding said violations and any corrective actions needed to prevent future violations (the “Initial Meeting”).

If following this Initial Meeting there are subsequently three (3) or more violations of three (3) distinct subsections a through p in the subsequent twelve (12) months, CONTRACTOR shall submit a written corrective action plan to LTA no later than the 15th of the month following such violations.

If after an Initial Meeting and written corrective action plan there are three (3) or more violations of three (3) distinct subsections a through p in any month in the twelve (12) month period from the initial month, LTA shall retain four (4%) of the CONTRACTOR’s monthly fixed payment for the month following the violations. Thereafter, if there are three (3) or more violations of three (3) distinct subsections a through p in any of the months in the remaining 12 month window from the initial month, LTA shall retain Ten Thousand Dollars (\$10,000.00) from the CONTRACTOR’s fixed monthly payment for the month following the violations. After this twelve (12) month period, the process will reset.

1.11 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 **Two Million Three Hundred Twenty-Two Thousand Five Hundred Ninety-Three Dollars (\$2,322,593)**, 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 three base years and two option 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 the LTA does not intend to amend this maximum obligation amount, LTA shall 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 the LTA.

1.12 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.

1.13 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:

1.13.1 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.

1.13.2 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).

1.13.3 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).

1.13.4 Automobile Collision and Comprehensive Insurance Coverage

Automobile Collision and Comprehensive Insurance Coverage for the actual cash value of LTA vehicles. Such insurance shall 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.

1.13.5 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 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.

1.13.6 Copies

CONTRACTOR shall furnish certificates of insurance, including endorsements affecting the coverage required by these specifications prior to commencement of work under this AGREEMENT.

1.13.7 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.

1.13.8 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, as its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

1.14 Fidelity Bond

CONTRACTOR shall secure for its employees 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 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 insurance certificate.

1.15 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.

1.16 Termination**1.16.1 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 Sixty (60) 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.

1.16.2 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 following thirty (30) days written notice to CONTRACTOR. Termination shall be affected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. CONTRACTOR shall have the ability to cure any default with the thirty (30) days. 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.

1.16.3 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.

1.16.4 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.

1.16.5 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.

1.16.6 Compensation Upon Termination

Should this AGREEMENT be terminated by either party, LTA shall be liable for costs and fees as specified in Section 1.8 accrued to the date of termination. Thereafter, CONTRACTOR shall have no further claims against LTA under this AGREEMENT.

1.16.7 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.

1.16.8 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 temporarily 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.

1.17 Control of CONTRACTOR Performance**1.17.1 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 affects CONTRACTOR's performance of services shall be treated as changes pursuant to Section 1.8.

1.17.2 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.

1.17.3 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.

1.18 Shortages and Delays

In the event that LTA fails to provide, or delays the 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.

1.19 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.

1.20 Force Majeure

1.20.1 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, pandemics, earthquake, flood, or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel or electricity blackouts.

1.20.2 Entitlement to Compensation

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

1.20.3 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.

1.20.4 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.

1.21 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)
- Wooden coffee stirring sticks

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

1.22 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 1.10, 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 ten (10) 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.

1.22.1 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.

1.22.2 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.

1.23 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.

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.

1.24 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.

1.24.1 Conflict of Transportation Interests

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

1.24.2 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.

1.24.3 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.

1.25 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.

1.26 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.

1.27 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.

1.28 Equal Employment Opportunity

During the performance of the contract, the CONTRACTOR agrees to the following:

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

1.29 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 Specialized Transportation vehicles possess a valid, current Class C

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.

1.30 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.

1.31 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.

1.32 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.

1.33 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.

1.34 Time is of The Essence

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

1.35 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.

1.36 Materiality

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

1.37 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.

1.38 Authority And Capacity

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

1.39 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.

1.40 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.

1.41 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.

1.42 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.

1.43 Counterparts

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties: (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail; (b) are aware that the other Party will rely on such signatures; and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature. The

parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

1.44 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.

1.45 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.

1.46 Federal Clauses and State Executive Order

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

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, LTA shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

1.47 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) CONTRACTOR's proposal, including "Best and Final Offer" , 5) The Request for Proposals.

1.48 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: General Counsel
Transdev Services, Inc
720 E Butterfield Rd., Suite 300
Lombard, IL60148
630-571-7070

LTA: Binu Abraham
Executive Director
San Benito County Local Transportation Authority

650 San Benito Street, Suite 120,
Hollister, CA 95023

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.

SIGNATURES ON NEXT PAGE

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:

Federal Tax ID Number:

Sloan Sakai Yeung & Wong LLP Legal Counsel to LTA

By: _____
Osman I. Mufti, Legal Counsel to LTA

Date: _____

Exhibit A– Scope of Services**2.1 Definitions of Acronyms and Terms**

ADA	Americans with Disability Act
BPAC	Bicycle and Pedestrian Advisory Committee
CHP	California Highway Patrol
CONTRACTOR	Transdev Services
Days	Refers to business days of the LTA when used in context with 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
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	Revenue service both on weekdays and weekends begins with the first scheduled passenger pick-up (including no shows) and ends when there are no paying customers on-board Revenue service does not include lunches or layovers of more than 15 minutes
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
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 Class B license to operate

2.2 System Description

2.2.1 Agency Information

The San Benito County Local Transportation Authority (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.

2.2.2 Service Area

The County of San Benito is a 1,391 square mile community that has a vibrant agricultural economy. The County Population is approximately 70,000. The county seat is the City of Hollister, where most of the public transportation is located, with a population of approximately 45,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of approximately 2,000.

2.2.3 Specialized Transportation Services

LTA is responsible for Specialized Transportation (ST), public transportation service operating six days a week for County residents providing service above and beyond the FTA minimum requirements of County Express Paratransit. ST services include Out- of- County Non-Emergency Medical Transportation, Senior Lunch Transportation Program, and Medical Shopping Assistance Program transportation services.

2.3 Responsibilities and Duties of the LTA for Specialized Transportation Operations

LTA shall perform the following duties and accept the following responsibilities with respect to the ST transportation system. To the extent reasonable and feasible, CONTRACTOR shall assist LTA in this regard.

2.3.1 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 related to overall system administration.

2.3.2 Liaisons with Local Jurisdictions, Citizen Groups

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

2.3.3 Notification – Potential Interference with Transportation System Operations

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

2.3.4 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 CONTRACTOR shall assist and cooperate with marketing and promotional events or activities

2.3.5 LTA Vehicles and Equipment; Maintenance and Repair

The LTA shall provide to the CONTRACTOR the vehicles and equipment set forth in Appendix C. The vehicles and equipment shall be used only for activity directly related to the transportation 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 CONTRACTOR shall be responsible for daily vehicle servicing as described in Section 2.5.2 and for all damage to equipment excluding normal wear and tear. The 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 CONTRACTOR to develop a corrective training program or other corrective action.

2.3.6 Radio Communications System

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

2.3.7 Fuel

The LTA shall provide and be responsible for the cost of all necessary for the operation of ST revenue vehicles that is obtained by CONTRACTOR at the LTA fueling facility. The CONTRACTOR shall record all fueling activities on the monthly report in a format satisfactory to the 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.

2.3.8 ST Operations Headquarters

The LTA shall provide parking for ST drivers and dedicated vehicles at the LTA transit facility located at 3240 Southside Road, Hollister, California, 95023. The CONTRACTOR shall provide its own office facility for all of its administrative functions.

Use of the LTA transit facility as an operations headquarters for ST services is conditional upon obtaining and maintaining approval from the LTA, which reserves the right to rescind approval at any time.

2.3.9 Operating Policies and Procedures

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

2.4 Duties and Responsibilities of the Specialized Transportation Contractor

In this section, the duties and responsibilities shall refer to only ST services. The 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 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 service of a kind and character such as ST.

2.4.1 General ST Operations

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

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

OOCMT service 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

OOCMT service Monday through Saturday and the hours of service vary depending on the clients' destination and appointment schedule. 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. 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.).

If OOCMT clients request escort service to the registration lobby, ST drivers may be expected to provide basic English-Spanish translation. However, such services are limited to only the registration area.

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

2.4.3 Senior Lunch Transportation Program (SLTP) Operations

SLTP service primarily serves seniors who participate in the Senior Lunch Program available in the City Hollister at the Community Center at 300 West Street. SLTP service shall be provided as “door-through-door services” for individuals that meet the following criteria:

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

SLTP service operates Monday through Friday between 9:00 and 3:00 p.m. The CONTRACTOR shall accept telephone requests made twenty-four (24) hours in advance and up to fourteen (14) days in advance. The 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.

Some clients may require the driver to provide through door escort services because of their physical condition. No fare is charged for the SLTP.

2.4.4 Medical Shopping Assistance Program (MSAP) Operations

MSAP service provides transportation, escort, and minor Spanish translation for clients at in-county medical appointments, banks, grocery stores, and pharmacies. 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

MSAP service operates Monday through Friday and the hours of service vary depending on the clients’ appointments and destination. Priority is given to individuals residing in the

more rural areas of San Benito County. The CONTRACTOR shall accept telephone requests made forty-eight (48) hours in advance and up to fourteen (14) days in advance. The 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. The fare for MSAP service is \$1.25 for a one-way trip

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

2.4.5 Adjustment to Service

Subject to section 1.8.5, the LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour with the 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 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.

2.4.6 New Services

The CONTRACTOR recognizes that as a public transportation provider, the LTA will investigate and experiment with various new and/or innovative services and pilot programs during the five-year duration of the AGREEMENT and that said services cannot be foreseen and described at this time. The CONTRACTOR shall assist the LTA in implementation and monitoring of said services at the LTA's request and direction. Compensation for the CONTRACTOR's role in the provision of said services will be governed by AGREEMENT Section 1.8.3, Compensation for Unanticipated Additional Services.

2.4.7 Service Standards

The 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 CONTRACTOR in a manner satisfactory to the LTA.

The 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 CONTRACTOR shall explore potential actions that could result in a more positive Performance Indicator trend. Toward that end the CONTRACTOR shall

provide recommendations that could improve the trend. Should the LTA determine that the CONTRACTOR's performance has contributed to a negative Performance Indicator trend, the 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 CONTRACTOR shall track the Performance Indicators described below:

- 1) Safety - Accidents: Accidents per 100,000 vehicles miles. Accidents include vehicle collisions that occur on public or private 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 CONTRACTOR shall devise a statistically significant method of measuring on-time performance. LTA will review the method and if deemed appropriate, approve it. The 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 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 CONTRACTOR is responsible for reporting vehicle condition to the LTA maintenance staff. Subsequently, the 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 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 CONTRACTOR's administration of the complaint resolution process. The survey design will be subject to agreement between the LTA and the CONTRACTOR. The CONTRACTOR Performance Indicator will be the percentage of satisfactory responses received from survey participants. The 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: Passenger 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: Passenger per Vehicle Revenue 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 Refusal: 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 percentage of scheduled trips that are no-shows

2.4.8 Operations Personnel

The 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 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 minutes 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 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 AGREEMENT.

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.

2.4.9 Operations Management

The 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 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 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 CONTRACTOR regarding all matters pertaining to this Scope of Work.

The 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.

2.4.10 Employee Selection and Supervision

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

The CONTRACTOR shall use appropriate screening and selection criteria in the employment of operations personnel. The 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 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 eight (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 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 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 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 CONTRACTOR or the LTA to be in conflict with the language and intent of Article 1.4, Independent Contractor, of the AGREEMENT of which this Scope of Work is a part.

2.4.11 Bilingual (English/Spanish) Personnel

The 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.

2.4.12 Training Drivers and Operations Personnel

The 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 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, ST 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 ST services.

All drivers shall be certified as having completed the CONTRACTOR's formal training course for new drivers as approved by the LTA and be licensed with a valid California Class C 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 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, ST reservation procedures, and operating policies. Operations control personnel assigned to ST scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

The CONTRACTOR shall implement, within ninety (90) days after the start of the AGREEMENT 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 transportation program riders

2.4.13 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 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. ST Drivers shall verify cash and token fares deposited in the farebox, but shall not carry revenue. ST Drivers shall 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 time.

2.4.14 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 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. ST 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.

2.4.15 Safety Programs

The 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 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 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 CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of the CONTRACTOR's insurance carrier or other organization. The CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to the LTA.

2.4.16 California Pull Notice Program

The 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 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.

2.4.17 Accident, Incident, and Complaint Procedures

A. General

The 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 (30) minutes behind schedule based on reservation times.

B. Incidents

The 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 CONTRACTOR shall notify the LTA as soon as possible, but in all cases within 24 hours of an incident. 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 CONTRACTOR shall request that the law enforcement agency respond to investigate the accident. The CONTRACTOR shall supply the LTA with copies of all accident and incident reports.

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

E. 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 the 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 shall be recorded and reported with complaints in a format specified by the LTA.

F. 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 (30) 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.

2.4.18 Vehicle Control and Scheduling

The 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 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.

2.4.19 Operations Headquarters

The 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 the County of San Benito.

Use of the LTA transit facility as an operations headquarters is conditional upon obtaining and maintaining approval from the LTA. The LTA facility is located at 3240 Southside Road, Hollister, California, 95023. The facility includes the ST two-way radio base station, counter space and cabinets, and the following utilities: electric, gas and water.

The CONTRACTOR shall provide and maintain operations and control room furnishings and equipment required to provide ST services. The 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 CONTRACTOR shall be responsible for providing custodial services for the 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 CONTRACTOR shall also be responsible for providing cleaning and maintenance supplies for custodial services.

2.4.20 Telephone Reservation and Information System

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

2.4.21 Fares and Fare Collection

All fares of any kind or character to be paid by ST patrons shall be established by the LTA. The 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 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 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 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.

2.4.22 Fare Revenue Processing

The 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 CONTRACTOR and approved by LTA. At least once each week, or more frequently if so directed by the LTA, the CONTRACTOR shall deposit fare revenue at LTA's Administrative Office with deposit receipts. 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 CONTRACTOR.

2.4.23 Fare Sales

Upon direction by the LTA, the CONTRACTOR's office staff shall sell tokens and passes in accordance with procedures specified by the LTA. LTA shall notify CONTRACTOR in writing at least fourteen (14) days in advance of requirements or changes thereto. The CONTRACTOR shall assist the LTA and ST customers by providing accurate information to customers requesting information regarding pass and token.

2.4.24 Books, Record, Reports, and Inspection

The 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 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 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 CONTRACTOR's facilities and activities during the CONTRACTOR's usual and customary business hours for the purposes of evaluating and judging the nature and extent of the 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 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 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 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, and 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.

The Project 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
- Fare Sales
- Number of Service Days
- Lift Assisted Trips
- Turn Downs
- No Shows
- Cancellation
- Employee Hours
- Monthly Fuel Usage
- Summary of Accidents
- Summary of Road Calls
- Summary of Wait Time
- Summary of Ride Time

2.4.25 System Promotion

The CONTRACTOR shall not be responsible to undertake or fund any advertising or promotional activities on behalf of the LTA. The 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 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 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.

2.4.26 System Recommendations

The CONTRACTOR shall continually monitor ST 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.

2.4.27 Route Planning and Schedule Coordination

The CONTRACTOR will provide the LTA with information 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 CONTRACTOR will assist transportation 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 CONTRACTOR will also provide driver schedules, also called run-cuts or paddles, to the LTA upon request. This information may be used for the implementation of an AVL system, budget preparation, planning, and future RFPs and in making transportation presentations to the LTA, city, county, state, and federal agencies.

2.4.28 Holiday Service

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

2.4.29 Service Interruptions

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

The 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 (90) days from the execution of the AGREEMENT.

The 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.

2.5 Contractor Duties

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

2.5.1 LTA Vehicles and Equipment

By execution of the AGREEMENT 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 1.6.2, Minor Changes. Upon termination of the AGREEMENT, 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.

2.5.2 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 maintenance staff. The CONTRACTOR is responsible for reported vehicle conditions requiring repairs to the LTA maintenance staff 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. CONTRACTOR shall review DVI's daily to ensure that repairs have been made as requested and specific repair requests are not being repeated.

2.5.3 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 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 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 this AGREEMENT. The CONTRACTOR shall promptly report all vehicle defects to LTA's maintenance staff upon discovery.

2.5.4 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.

2.5.5 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 AGREEMENT.

2.5.6 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 1.8.2, CONTRACTOR shall be entitled to reimbursement for vehicle delivery expenses as specified in the AGREEMENT.

2.5.7 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.

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EXHIBIT B
FEDERAL CONTRACT CLAUSES

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the San Benito County Local Transportation Authority (LTA)

“PROJECT” is the Agreement for Operation of Transit Services with the LTA

“CONTRACTOR” is the third-party vendor who has entered into the Agreement for Operation of Transit Services with the LTA

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract

1. No Obligation to Third-Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the Subagreements of third-party contractors and the Subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each Subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the

CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

E. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

2. Debarment and Suspension.

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any Subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any Subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

3. Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

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

C. The CONTRACTOR agrees to include the above two clauses in each Subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every Subagreement entered into relative to the PROJECT.

5. Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all Subagreements.

6. Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

7. Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

8. Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Federal Law. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices

when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a Subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every Subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

9. Incorporation of FTA Terms

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

10. Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

11. Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

12. Lobbying

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including Subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

13. Clean Air

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each Subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Clean Water

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each Subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. U.S. Flag Requirements (Cargo Preferences) (Fly America)

A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR

and Subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, “Cargo Preferences-U.S. Flag Vessels.”

B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and Subagreements must comply with the “Fly America” Act and 49 U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.

C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, (“Fly America” Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

16. Charter Service Operations

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

17. School Bus Operations

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

18. Drug and Alcohol Program

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 15th and to submit the Management Information System (MIS) reports before February 15th to LTA, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

19. Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

20. Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

21. Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22. Contract Work Hours and Safety Standards Act

A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.

B. No contractor or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

23. Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each Subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

EXHIBIT C

LTA VEHICLE, FACILITY AND EQUIPMENT LIST

ST Vehicles

Vehicle Number	Service Type	Last 5 Vin #	Make / Model	Seating	Fuel
735	Specialized Transportation	84647	2010 Glaval	16A/2WC	Gas
736	Specialized Transportation	96624	2010 Braun Entervan	5A/1WC	Gas
737	Specialized Transportation	61432	2013 Eldorado	5A/1WC	Gas
740	Specialized Transportation	63759	2020 Glaval Universal	16A/2WC	Gas
741	Specialized Transportation	01097	2019 Braun Entervan	5A/1WC	Gas
742	Specialized Transportation	74327	2021 Starcraft Allstar	16A/2WC	Gas
743	Specialized Transportation	25570			Gas
63	Specialized Transportation	17477	2013 Braun Entervan	5A/1WC	Gas

ST Radio Equipment

Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature. Vehicle location and tracking software using “push-to-talk” GPS location via Google Maps. Software allows remote monitoring capability for emergency situations.

EXHIBIT D
TRANSDEV PROPOSAL
(To be Inserted)

DRAFT

EXHIBIT E
KEY PERFORMANCE INDICATORS (KPI's)

The parties agree that within the first six (6) months of this Agreement, the parties shall establish Key Performance Indicators, which shall include the following issues:

1. On-Time Performance
2. Accident and Safety Incidents
3. Incident Reporting
4. Driver Training and Performance
5. Service Frequency
6. Service Coverage
7. Customer Complaint Frequency
8. Customer Complaint Response and Resolution Time
9. Any other KPI's the parties mutually agree to.

Once established, the parties agree to review KPI's quarterly and to meet as frequently as needed to address any issues.

San Benito County Local Transportation Authority

Request for Proposals #2025-02

Operation of Specialized Transportation Services

March 25, 2025

Prepared By:

San Benito County Local Transportation Authority
650 San Benito Street, Suite 120
Hollister, California 95023
(831) 637-7665

San Benito County Local Transportation Authority

Request for Proposals #2025-02

Operation of Specialized Transportation Services

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Form A-6: Labor Wages
Form A-7: Labor Benefits

Appendix B (Forms to be submitted with Proposal)

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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
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Form B-6: Certification of Restriction on Lobbying
Form B-7: Buy America Certificate
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Appendix C: LTA Vehicle and Equipment List

Appendix D: Future Capital and Planning Projects

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Appendix F: Sample ST Reports

ST Monthly Report
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Appendix K: DBE Special Programs and Notice to Proposers

1 INTRODUCTION

1.1 Notice to Potential Proposers

The San Benito County Local Transportation Authority (LTA) is seeking proposals to operate specialized transit services known respectively as Specialized Transportation (ST) Services. ST provides personalized transportation services for clients with unique needs. During FY 2023/24 ST operated 4,350¹ revenue vehicle hours. It is expected that in 2024/25 and for the remainder of the contract period ST service will grow to about 6,700 hours per year with 4 peak buses.

The successful proposer will be awarded a contract for a base period of three (3) years commencing on August 19, 2025. 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 the first option year, the LTA may extend the agreement for an additional one-year option term, for a maximum of two (2) one-year option terms.

All proposals shall comply with proposal submittal requirements described in this RFP. Proposals must be submitted electronically no later than April 24, 2025, at 3:00 p.m., PDT. Proposals received after this time will not be considered.

Direct questions regarding this RFP to:

San Benito County Local Transportation Authority
Email: projects@sanbenitocog.org

1.2 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	March 25, 2025
Last Date for Receipt of Questions and Requests for Clarification	April 7, 2025
Last Date for LTA to Post Addenda	April 14, 2025
Proposal Due Date	April 24, 2025
Proposer Interviews (tentative)	May 2, 2025
Contract Award by LTA (tentative)	June 19, 2025
Contract(s) Start Date (tentative)	August 19, 2025

1.3 Minimum Qualifications

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

1.3.1 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

¹ Estimate based on current revenue vehicle hours for FY23/24

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.

1.4 Term of Contract

It is anticipated that the selected proposer will commence operations on August 19, 2025, and operate the service according to the terms of the agreement for a three-year period ending on August 18, 2028. 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 the first option year 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 two one-year option terms.

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.

1.5 Questions and Requests for Clarification

The last addendum relative to this procurement will be posted on LTA's website no later than 5:00 p.m., PDT, April 14, 2025.

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 22.

1.6 Submittal of Proposals – Time and Manner

Proposals must be submitted electronically by April 24, at 3:00 p.m., PDT as a single PDF file. The LTA recognizes that single PDF file proposals may exceed the size limit for email attachments. To accommodate this, the LTA will accept proposals submitted via a shareable link (e.g., a cloud storage service like Dropbox or Google Drive), provided the link grants access to the proposal without requiring special permissions. Proposals received after this time will not be considered.

Proposals submitted electronically must include the proposing firm's name in the file name. The subject line of the submission email should read: 'Specialized Transit Operations Proposal.' Upon receipt of the proposal, the LTA will send a confirmation email to the proposer's point of contact to acknowledge receipt of the submission. Proposers are encouraged to ensure the confirmation email is received to confirm successful submission.

Proposals shall be delivered to:

San Benito County Local Transportation Authority
projects@sanbenitocog.org

1.7 Collective Bargaining Agreement Notification

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

1.8 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 ST services, is available at www.SanBenitoCountyExpress.org.

2.3 Service Area

The County of San Benito is a rural community of 1,391 square miles within proximity to the Silicon Valley and has a vibrant agricultural economy. The County population is approximately 65,000. The county seat is the City of Hollister, where most of the public transportation is located, with a population of approximately 45,000. The City of San Juan Bautista, which has several nationally recognized Historic Sites and is a Preserve America Community, has a population of approximately 2,200.

2.4 Operations

2.4.1 Specialized Transportation

The LTA 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 participate in 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.

2.4.2 Facilities and Vehicles

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 ST is four (4). LTA will provide 7 revenue vehicles for Specialized Transportation. A detailed list of vehicles may be found in Appendix C: LTA Vehicle Facility and Equipment List. The Contractor will be responsible for ensuring that when vehicles leave the yard for their first trip of the day (a pullout) the exteriors and interiors are clean and all ADA equipment including wheelchair securement systems and lifts or ramps are fully operational. Pullouts with dirty vehicles or of inoperative ADA features may result in liquidated damages being assessed as provided in section 6.10.4. These requirements apply to all vehicles for Specialized Transportation.

2.4.3 Marketing and Outreach

LTA is responsible for updating, printing, and distributing brochures that provide detailed route and schedule information. The contractor shall ensure that brochures are available on-board transit vehicles. LTA may provide the contractor with information posters for mounting appropriate hardware at major bus stops and shelters.

From time to time, LTA may request the contractor to require bus operators to distribute and or collect surveys or notices to passengers using ST services.

3 GENERAL CONDITIONS

3.1 Proposals

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

The proposer shall note that an escalation clause has been included in the draft contract to provide pay that keeps up with rising prices if the LTA elects to extend the contract on a month-to-month basis.

3.2 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.

3.3 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.

3.4 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 Council of San Benito County Governments' website (www.sanbenitocog.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, on April 14, 2025.

3.5 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.

3.6 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.

3.7 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.

3.8 Withdrawal/Modification of Proposals

Any proposer may withdraw its proposal by electronic request at any time prior to the deadline for submittal of proposals. Unless otherwise specifically requested by the LTA, proposal modifications will only be accepted electronically and must be submitted prior to the deadline for receipt of proposals. Modification of Proposals should follow the proposal submittal instructions as outlined in Section 1.6 of this RFP.

3.9 Proposals Not Returned after Submittal

No proposal shall be returned after the date and time set for opening thereof. All proposals submitted are public records and subject to disclosure following award of the contract. Any language purporting to render all or portions of the Proposal confidential will be regarded as non-effective and will be disregarded.

3.10 Waiver

In submitting a proposal the proposer affirms that they have sufficiently informed themselves in all matters affecting the provision of the services specified, that they have checked their proposal for errors and omissions; that the price stated in their proposal is correct and as intended by them and is a complete and correct statement of their price for providing the services described in this RFP and as such services may have been modified in the proposal.

3.11 Use of Proposal Forms

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

3.12 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.

3.13 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 22. 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, at its sole discretion.

3.14 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.

3.15 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.

3.16 Protest Procedures

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

3.17 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, Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964 and other laws and regulations applicable to contracts utilizing federal funds.

3.18 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.

3.19 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.

3.20 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 22 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 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 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 is possible.

Evaluation Criteria	Max. Points
Technical Proposal	35
Proposed Personnel	27
Experience and Qualifications of Proposer	21
Cost Proposal	17
Does the Firm Intend to Retain the Existing Contractor's Employees Consistent with California Labor Code Sections 1070-1074?	10
TOTAL	110

4.3.1 Technical Proposal (35 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 and bus stop/shelter cleaning positions.
- c. Assurance of uninterrupted service in the event of driver shortages and use of staff hiring and retention incentives.
- 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 experience in recruiting and retaining quality employees in a tight labor market as indicated by the proposal.
- h. Innovative approaches to providing high quality service.

4.3.2 Proposed Personnel (27 points possible)

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

4.3.3 Experience and Qualifications of Proposer (21 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.
- 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 (17 points possible)

- a. Proposed price.
- b. How LTA's cost would be affected by any other aspect of the 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 delivered to the selected proposer, the proposer to whom the contract is offered shall execute 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. The LTA Board reserves the right to approve or reject any contract.

5 PROPOSAL REQUIREMENTS

5.1 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 the 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 the 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.

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

5.2 Proposal Packaging

Each proposal shall be submitted with electronic signatures. Proposals must be submitted electronically by April 24, at 3:00 p.m., PDT as a single PDF file. The LTA recognizes that single PDF file proposals may exceed the size limit for email attachments. To accommodate this, the LTA will accept proposals submitted via a shareable link (e.g., a cloud storage service like Dropbox or Google Drive), provided the link grants access to the proposal without requiring special permissions. The firm's name shall be included in the file name for each proposal submitted. The subject line of the submission email should read: 'Specialized Transit Operations Proposal.' Proposals shall be submitted as required in Section 5.3.

5.3 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 submitted as a single PDF file. The following information shall be included on the cover page in an accessible font that is easy to read:

- Firm Name
- San Benito Local Transportation Authority

Proposals shall:

- a. Be typed using a legible, easy to read font for the body of the text and headers.
- b. Be formatted for 8 ½"x 11" paper.
- c. Include the Proposer's name selected in the footer of each page as appropriate.
- d. Be organized in the exact order described in Section 5.5.
- e. Use clear headings or labeled bookmarks in the PDF file to indicate the location of the proposer's responses to each information item requested and to separate the major sections of the proposal.
- f. Ensure questionnaire responses are clearly labeled as described in Section 5.6.4

5.4 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 ST consistent with the requirements of the Agreement (Section 6) and the Scope of Work (Section 7):

- 3,000 Vehicle Revenue Hours
- 4,350 Vehicle Revenue Hours
- 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 if revenue hours are more than 250 per month
OR
Payment of an agreed upon alternate fixed rate per month beginning on the fourth month if revenue hours are below 250 per month and have been below 250 per month for the previous three consecutive months, 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.

5.5 Instructions for All Proposals

Each proposal shall include documents, information and completed forms as described in this Section and summarized in Table 1.

Table 1

Required Proposal Content	
	Specialized Transit
Cover Letter	X
Table of Contents	X
Questions 1-29	X
Form A2	X
Form A4	X
Form A5	X
Form A6	X
Form A7	X
Form A8	X
Forms B1-B8	X

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

5.5.1 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.

5.5.2 Cover Letter

Each proposal shall include a cover letter that identifies, at the top of the letter, 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 electronic signature of the individual authorized to negotiate on behalf of and to contractually bind the proposer.

5.5.3 Table of Contents

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

5.5.4 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 Manager, Operations Manager, Safety and Training Manager, Supervisor/Dispatcher, Road Supervisor, Customer Service Specialist, Bus Driver, Bus and Shelter Cleaner/Fueler/Utility Person and administrative support personnel. 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 the 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 and compliance with ADA.

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 the techniques you will use to increase hiring and improve retention. Discuss how these techniques have been used at other agencies and their success rates.

Question 11

Describe the proposed bus, cleaning operation including, at a minimum, person-hours devoted to cleaning, investment in cleaning equipment/vehicles and supplies. Does your firm intend to subcontract out for bus? 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 customer inquiries will be responded to in English or Spanish at all times when the system is in operation. Will you be using a telephone translation service as the primary or backup for Spanish interpretation?

Question 13

Describe specific experience with RouteMatch dispatch software and TransTrack transit software.

Question 14

Describe the proposed ongoing safety program.

Question 15

Describe your experience collecting, record keeping and reporting to your clients 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, wheelchair securement, 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 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 ST services (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 the experience your firm has transitioning staff from operating gasoline or diesel-powered vehicles to battery electric vehicles or training staff on the driving of electric vehicles. Discuss any challenges that you have encountered operating a mixed fleet of internal combustion and battery electric vehicles and how you have resolved issues.

Question 22

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 23

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 24

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 25

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 26

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 27

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 28

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 29

Has any public transit agency, since January 2019, 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.

5.5.5 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 two (2) "One Year Options". The appropriate Price Proposal form shall be submitted as shown in Table 1.

Form A-2: Specialized Transportation 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.

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.

5.5.6 Standard Forms to be submitted with Proposal

The forms listed below must be completed, electronically signed, and submitted as part of each proposal (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

5.5.7 Supplemental Information Submitted by Proposer

At the end of the proposal, the 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 TEMPLATE AGREEMENT FOR MANAGEMENT AND OPERATIONS – SUBJECT TO LTA LEGAL APPROVAL

DRAFT TEMPLATE AGREEMENT FOR TRANSPORTATION MANAGEMENT AND OPERATIONS SERVICES Subject to LTA Legal Approval

This AGREEMENT for management of the San Benito Specialized Transportation Service hereinafter referred to as “Specialized Transportation”, is made and entered into this ____ day of _____ 2025 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 Specialized Transportation 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 the Specialized Transportation system.

6.4 Independent Contractor

The 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 Specialized Transportation 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 Specialized Transportation 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 Specialized Transportation 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 Specialized Transportation 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 the Specialized Transportation 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%) of the initial contract revenue operating hours. Such changes shall be made by written sequentially numbered change order.

6.7 Term of Agreement

6.7.1 Base Term

This AGREEMENT shall become effective (insert date) and shall continue in full force and effect through (insert date), unless earlier terminated as provided herein. The first three (3) 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, 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 two (2) 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 the Specialized Transportation 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 and CONTRACTOR may, upon mutual agreement, 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 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 (insert date), of the termination of the last option year of the AGREEMENT. Subject to an increase of 3%, the fixed and hourly 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.

Estimated Annual Revenue Vehicle Hours: (insert)

<i>Rates</i>	Base Year 1	Base Year 2	Base Year 3
Fixed Rate per Month			
Rate Per Revenue Vehicle Hour (RVH)			
<i>Annual Costs</i>	Base Year 1	Base Year 2	Base Year 3
Fixed Rate per Month multiplied by 12 months			
Rate per RVH Multiplied by Estimated Annual RVH			
Total Annual Cost (Fixed Monthly Rate Cost + RVH Cost)			

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.

6.8.4 Service Adjustments

The LTA reserves the right to adjust services at any time without any adjustment to the unit cost per revenue hour under the CONTRACTOR's pricing schedule in section 1.8.1 above, provided that the adjusted annual revenue vehicle hours remain closer to the current pricing schedule than to the alternative pricing schedule. Adjustments 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.

6.8.5 Transition Between Pricing Schedules

CONTRACTOR acknowledges that LTA may in LTA's sole discretion increase services and annual vehicle revenue hours under this agreement from (insert hr) annual vehicle revenue hours to (insert hr) annual vehicle revenue hours or more, CONTRACTOR shall implement the alternative pricing schedule below.

(Insert Pay Rate Table(s))

In the event a service adjustment necessitates a transition between pricing schedules, LTA shall provide CONTRACTOR with ninety (90) days' notice of the transition and the parties shall coordinate that transition such that the additional services are implemented by CONTRACTOR efficiently no later than ninety (90) days' from the date of the notice. Adjustment to pricing schedules shall not be applied retroactively.

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 or alternate fixed monthly payment.

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 the 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 the 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 \$57.90 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 1.8 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 1.8, 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

- a. 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 l 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 under this AGREEMENT. Additionally Liquidated damages shall not be assessed if the cause of the Liquidated damage are the result of a force majeure event specified in Section 1.20.1 of this AGREEMENT.
- b. 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:

- c. 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 defined in the Scope of Services below.
- d. One Thousand Dollars (\$1,000) per incident for each day that a vehicle or vehicle enters revenue service without a completed pre-trip inspection (includes inspecting serviceability and cleanliness of ADA lifts, ramps and securements).
- e. 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.
- f. 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.
- g. 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).
- h. 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.
- i. One Hundred Dollars (\$100) per day after the 10th day of each month where a required report under Section 2.2.29 of this Agreement is not submitted
- j. 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.
- k. 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.
- l. 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.
- m. Five Hundred Dollars (\$500) if LTA receives five (5) or more customer complaints per month. Complaints warranting the assessment of this deduction are limited to those complaints CONTRACTOR has direct control over and can be substantiated.
- n. Five Hundred Dollars (\$500) if three (3) or more occurrences in a month where the CONTRACTOR takes longer than three (3) business days to make contact with a passenger who has lodged a complaint.

- o. One Thousand Dollars if CONTRACTOR receives three (3) or more findings during a Federal Transit Administration (FTA) Triennial Review that the CONTRACTOR is responsible for.
- p. A deduction at the rate A deduction at the rate of Five Thousand Dollars (\$5,000) if the CONTRACTOR fails to pass a California Highway Patrol (CHP) inspection. If the CONTRACTOR fails the subsequent CHP inspection (i.e. fails two inspections in a row), a penalty Month be assessed at the rate of Ten Thousand Dollars (\$10,000). If the CONTRACTOR fails another subsequent CHP inspection, which would be the third failure in a row, a penalty may be assessed at the rate of Twenty Thousand Dollars (\$20,000) and may result in termination of the contract.
- q. One Hundred Dollars (\$100) per calendar day that CONTRACTOR fails to maintain the transit facilities as required by EXHIBIT A, Scope of Work.
- r. Five hundred dollars (\$500) for each month that overall on-time performance falls below 90% as determined by a method for tracking Key Performance Indicators 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.
- s. The determination of whether or not to assess liquidated damages under this Section 1.10.4 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. Notwithstanding the foregoing, this section 1.10.4 shall apply six (6) months following the execution of this Agreement to allow CONTRACTOR to establish and commence operations.
- t. CONTRACTOR and LTA agree that Exhibit E, KPI's may be periodically amended from time to time by mutual consent in writing of the Parties which shall not necessitate a formal amendment of this Agreement as contemplated under Section 1.6.1 herein.
- u. CONTRACTOR and LTA agree that the collective impact on operations of repeated violations of 1.10.4 (a-p) has a detrimental impact on LTA and CONTRACTOR and LTA further agree that the amount of damage is difficult, if not impossible, to ascertain due to the nature of this AGREEMENT and the nature of such damages. Accordingly, should there be three (3) or more violations of any three (3) subsections a through p above in a calendar month, CONTRACTOR agree to meet and confer no later than the 15th of the following month regarding said violations and any corrective actions needed to prevent future violations (the "Initial Meeting").
- v. If following this Initial Meeting there are subsequently three (3) or more violations of subsections a through p in the subsequent twelve (12) months, CONTRACTOR shall submit a written corrective action plan to LTA no later than the 15th of the month following such violations.
- w. If after an Initial Meeting and written corrective action plan there are three (3) or more violations of subsections a through p in any twelve (12) month period, LTA shall retain four (5%) of the CONTRACTOR's monthly fixed payment for the month following the violations. Thereafter, if there are three (3) or more violations

of subsection a through p in the immediately preceding twelve (12) months, LTA shall retain Ten Thousand Dollars (\$10,000.00) from the CONTRACTOR's fixed monthly payment for the month following the violations.

6.11 Maximum Obligation

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation will be determined during contract negotiations, 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 three base years and two option 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 the LTA does not intend to amend this maximum obligation amount, LTA shall 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 the 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 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, as its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

6.14 Fidelity Bond

CONTRACTOR shall secure for its employees 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 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 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 Sixty (60) 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 following thirty (30) days written notice to CONTRACTOR. Termination shall be affected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. CONTRACTOR shall have the ability to cure any default with the thirty (30) days. 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 temporarily 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 affects 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 the 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, pandemics, earthquake, flood, or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel or electricity blackouts.

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)
- Wooden coffee stirring sticks

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 ten (10) 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.

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 CONTRACTOR agrees to the following:

A. The 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 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 CONTRACTOR. The 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 CONTRACTOR, in all solicitations or advertisements for employees, placed by, or on behalf of the ST Contractor, shall state that the 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 Specialized Transportation vehicles possess a valid, current Class C 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

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called “PDF” format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties: (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail; (b) are aware that the other Party will rely on such signatures; and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature. The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility

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 and State Executive Order

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

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, LTA shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

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) CONTRACTOR’s proposal, including “Best and Final Offer” , 5) The Request for Proposals.

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 phone number)

LTA: Binu Abraham
Executive Director
San Benito County Local Transportation Authority
650 San Benito Street, Suite 120
Executive Director
Hollister, CA 95023

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

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:

Federal Tax ID Number: _____

San Benito County Counsel's Office

By: _____

XXXXXXXXXXXX, Deputy County Counsel

Date: _____

7 SCOPE OF SERVICES

Exhibit A to Agreement – Scope of Services

(The appropriate Scope of Work for 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 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.

7.1.1 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.

7.1.2 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 ST Contractor in advance of any road closures, detours, parades, or other such events within the jurisdiction of local agencies that may interfere with ST operations or require deviations from established routes or schedules. The ST 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 ST operations and to promote ridership. The ST 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 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.

7.1.6 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.

7.1.7 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.

7.1.8 Telephone System

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

7.1.9 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 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.

7.1.10 Operating Policies and Procedures

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

7.2 Duties And Responsibilities of The Specialized Transportation Contractor

In this section, the duties and responsibilities shall refer to ST services only. 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.

7.2.1 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.

7.2.2 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 within our current service area
- 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.

7.2.3 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.

7.2.4 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.

7.2.5 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 or charging of the vehicle at LTA's facility. The ST Contractor shall record all fueling or charging activities by fuel type and submit a summary of such activities on the monthly report.

7.2.6 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. 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 558 hours. Of the 558 hours, a minimum of 351 hours shall be dedicated to OOCMT operations, a minimum of 112 hours shall be dedicated to SLTP services, and a minimum 95 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.

7.2.7 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.

7.2.8 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.

7.2.9 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.

7.2.10 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.

7.2.11 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, ST operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, fueling, charging 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, information referrals, bus and demand response schedules and services. 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.

7.2.12 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.

7.2.13 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.

7.2.14 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.

7.2.15 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 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.

7.2.16 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.

7.2.17 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 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.

7.2.18 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, email accounts, 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.

7.2.19 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 request 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. The LTA may allocate the fares to the ST contractor.

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.

7.2.20 Fare Revenue Processing

The ST 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.

7.2.21 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

7.2.22 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.

7.2.23 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.

7.2.24 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.

7.2.25 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.

7.2.26 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.

7.3 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.

7.3.1 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.

7.3.2 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 or charging; 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.

7.3.3 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. At the initial pullout each day the vehicles shall be clean inside and out. 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 Contractor shall promptly report all vehicle defects to LTA's maintenance staff upon discovery.

7.3.4 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.

7.3.5 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.

7.3.6 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.

7.3.7 Vehicle Fueling and Charging

Revenue vehicles shall be fueled or charged by Contractor at LTA's fueling facility. LTA shall be responsible for the actual cost of the fuel or electricity. The Contractor shall be responsible for fueling or charging each vehicle with the type of fuel intended to be used for the type of engine or motor 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 and charging activities by fuel type and submit a summary of such activities on the monthly report.

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

Exhibit B to Agreement: Federal Contract Clauses

Parties referenced in the following clauses are defined as:

“Awarding Agency” is the San Benito County Local Transportation Authority (LTA)

“PROJECT” is the Agreement for Operation of Transit Services with the LTA

“CONTRACTOR” is the third-party vendor who has entered into the Agreement for Operation of Transit Services with the LTA

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

1. No Obligation to Third-Parties by use of a Disclaimer

A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the Subagreements of third-party contractors and the Subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each Subagreement financed in whole or in part with financial assistance provided by the FTA.

C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the Awarding Agency for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR’S obligation to pay its third-party contractors is an independent obligation from the Awarding Agency’s obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any money to any third-party contractor.

D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of or incur obligations on behalf of the California Department of Transportation.

E. The Awarding Agency shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements

unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the Awarding Agency prior to implementation.

2. Debarment and Suspension.

A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

C. Before entering into any Subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.

D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any Subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

3. Program Fraud and False or Fraudulent Statements or Related Acts

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government

reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each Subagreement financed in whole or in part with Federal Assistance provided by the California Department of Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. Access to Records

The Awarding Agency, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every Subagreement entered into relative to the PROJECT.

5. Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all Subagreements.

6. Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

7. Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

8. Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect

construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Federal Law. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a Subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Awarding Agency or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the Awarding Agency shall:

1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every Subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the Awarding Agency or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR

becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the Awarding Agency to enter into such litigation to protect the interest of the Awarding Agency, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

9. Incorporation of FTA Terms

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

10. Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

11. Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

12. Lobbying

A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the Awarding Agency will not make any federal assistance available to the CONTRACTOR until the Awarding Agency has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;

B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including Subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

13. Clean Air

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each Subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Clean Water

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the Awarding Agency and understands and agrees that the Awarding Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. The CONTRACTOR also agrees to include these requirements in each Subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Charter Service Operations

The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

16. School Bus Operations

Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

17. Drug and Alcohol Program

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the Awarding Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 15th and to submit the Management Information System (MIS) reports before February 15th to LTA, 650 San Benito Street, Suite C7, Hollister, CA 95023. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

18. Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

19. Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

20. Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

B. The CONTRACTOR also agrees to include the applicable requirements in each Subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

22. Breaches and Disputes

Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of Awarding Agency Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by CONTRACTOR at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that CONTRACTOR disputes the Committee's determination, CONTRACTOR may request review by Awarding Agency's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The CONTRACTOR'S request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse CONTRACTOR from full and timely performance in accordance with this Agreement

23. Disadvantaged Business Enterprises (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Council of San Benito County Governments to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The Council of San Benito County Governments has an overall established DBE goal of 6.3 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The CONTRACTOR, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of

this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from the Council of San Benito County Governments. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Council of San Benito County Governments. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

Termination of a DBE: In conformance with 49 CFR Section 26.53:

(1) CONTRACTOR shall not terminate a listed DBE subcontractor unless CONTRACTOR has received prior written authorization from the Project Manager. The Project Manager will authorize termination only if the Project Manager determines that CONTRACTOR has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

(2) Prior to requesting authorization to terminate and/or substitute a DBE subcontractor, CONTRACTOR shall give notice in writing to the DBE subcontractor, with a copy to Awarding Agency, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the CONTRACTOR'S notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Awarding Agency should not approve the CONTRACTOR's action. Awarding Agency may, in instances of public necessity, approve a response period shorter than five days.

(3) If a DBE subcontractor is terminated or fails to complete its work for any reason, CONTRACTOR shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.

DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. CONTRACTOR shall then provide to the Project Manager of Awarding Agency written documentation indicating the DBE's existing certification status.

Noncompliance by CONTRACTOR. CONTRACTOR's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Awarding Agency may deem appropriate. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

24. Termination

CONTRACTOR's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement. (49 USC 5323 Sec 11).

Additional termination provisions include:

- A. A. Termination for Convenience (General Provision). When it is in the Awarding Agency's best interest, the Awarding Agency 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 Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.
- B. Termination for Default (General Provision). 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 Awarding Agency 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 Awarding Agency 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 Awarding Agency, 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.

- C. Mutual Termination. The PROJECT may also be terminated if the Awarding Agency 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.

25. Prohibition on Certain Telecom and Video Surveillance Services or Equipment

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

26. Legal Matters Concerning a Covered Transaction

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify Awarding Agency, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which Awarding Agency is located. The CONTRACTOR must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and Awarding Agency, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

c. Additional Notice to U.S. DOT Inspector General. The CONTRACTOR must promptly notify Awarding Agency, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which Awarding Agency is located, if the CONTRACTOR has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with Awarding Agency involving a principal, officer, employee, agent, or Third-Party Participant of the CONTRACTOR. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the CONTRACTOR. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the CONTRACTOR, including divisions tasked with law enforcement or investigatory functions.

27. Safe Operation of Motor Vehicles

a. Seat Belt Use. The CONTRACTOR agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each sub agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the AWARDING AGENCY owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

2. Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

3. Extension of Provision. The CONTRACTOR agrees to include the preceding Safe Operation of Motor Vehicles from this AGREEMENT in its sub agreements and at each tier supported with federal assistance, and encourage compliance with this provision.

28. Fly America

A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."

B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.

C. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

Exhibit C to Agreement: LTA Vehicle and Equipment List

Specialized Transportation Vehicles

Number	Service	Last 5 VIN	Make, Model	Number Seats	Fuel
735	Specialized Transportation	84647	2010 Glaval	16A/2WC	Gas
736	Specialized Transportation	96624	2010 Braun Entervan	5A/1WC	Gas
737	Specialized Transportation	61432	2013 Eldorado	5A/1WC	Gas
740	Specialized Transportation	63759	2020 Glaval Universal	16A/2WC	Gas
741	Specialized Transportation	01097	2019 Braun Entervan	5A/1WC	Gas
742	Specialized Transportation	74327	2021 Starcraft Allstar	16A/2WC	Gas
63	Specialized Transportation	17477	2013 Braun Entervan	5A/1WC	Gas

Specialized Transportation Radio Equipment

Specialized Transportation: Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature.

8 APPENDICES

Appendix A (Forms to be submitted with Proposal)

- Form A-2: 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 and Equipment List (This Appendix will be referenced as Exhibit C in the final Scope of Work)

Appendix D: Future Capital and Planning Projects

Appendix E: Protest Procedures

Appendix F: Sample ST Reports

- ST Monthly Report
- CE/ST Section 5310 Report

Appendix G: Specialized Transportation Operations Personnel Wages

Appendix H: Definitions of Acronyms and Terms

Appendix K: DBE Special Programs and Notice to Proposers

Appendix A (Forms to be submitted with Proposal)

Form A-2: Price Proposal Specialized Transportation

Form A-2 (Scenario 1: Current Operations)

Specialized Transportation Price Proposal

Name of Proposing Firm

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of the Specialized Transportation service in compliance with the Agreement, **RFP Section 6**, Scope of Work and, **RFP Section 7**. Form must be fully completed for the entire proposal to be deemed responsive.

Estimated Annual Revenue Vehicle Hours (RVH) **4,350**

Rates	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month					
Rate Per Revenue Vehicle Hour (RVH)					
Annual Costs	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month multiplied by 12 months					
Rate per RVH Multiplied by Estimated Annual RVH					
Total Annual Cost (Fixed Monthly Rate Cost + RVH Cost)					

Name of Submitting Firm: _____

Name and Title of Authorized Signer: _____

Signature of Authorized Signer: _____

Date: _____

Total Cost for 5 Years (3 Base
Years + 2 Option Years)

\$

-

Form A-2 (Scenario 2: Future Operations)

SPECIALIZED TRANSPORTATION**Price Proposal**

Name of proposing firm _____

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of the Specialized Transportation service in compliance with the Agreement, **RFP Section 6**, Scope of Work and, **RFP Section 7**. Form must be fully completed for the entire proposal to be deemed responsive.

Estimated Annual Revenue Vehicle Hours (RVH)		6,700			
Rates	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month					
Rate Per Revenue Vehicle Hour (RVH)					
Annual Costs	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month multiplied by 12 months					
Rate per RVH Multiplied by Estimated Annual RVH					
Total Annual Cost (Fixed Monthly Rate Cost + RVH Based Cost)					

Name of Submitting Firm: _____	Total Cost for 5 Years (3 Base Years + 2 Option Years) \$ -
Name and Title of Authorized Signer: _____	
Signature of Authorized Signer: _____	
Date: _____	

Form A-3 (Scenario 3: Reduced Operations)

Specialized Transportation**Price Proposal**

Name of proposing firm _____

Provide a proposed fixed monthly rate plus a rate per revenue vehicle hour for the operation of the Specialized Transportation service in compliance with the Agreement, **RFP Section 6**, Scope of Work and, **RFP Section 7**. Form must be fully completed for the entire proposal to be deemed responsive.

Estimated Annual Revenue Vehicle Hours (RVH)		3,500			
Rates	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month					
Rate Per Revenue Vehicle Hour (RVH)					
Annual Costs	Base Year 1	Base Year 2	Base Year 3	Option Year 1	Option Year 2
Fixed Rate per Month multiplied by 12 months					
Rate per RVH Multiplied by Estimated Annual RVH					
Total Annual Cost (Fixed Monthly Rate + Hours Based Cost)					

Name of Submitting Firm: _____	Total Cost for 5 Years (3 Base Years + 2 Option Years) \$ -
Name and Title of Authorized Signer: _____	
Signature of Authorized Signer: _____	
Date: _____	

Form A-4: Operating Cost Detail Form

Form A-4: Operating Cost Detail Form

Form A-4

DETAILED COSTS FOR: (Enter CE, ST or Combined)

Name of Proposing Firm:

Cost Items	Base Year 1			Base Year 2			Base Year 3		
	FIXED*	Hours Based**	TOTAL	FIXED	Hours Based	TOTAL	FIXED	Hours Based	TOTAL
Personnel and Services									
A. Management:									
1. General Manager									
2. Operations Manager									
3. Training/Safety Manager									
B. Other Management (Provide Staff Position Detail)									
1.									
2.									
C. Customer Service Supervisor									
D. Customer Service Rep.									
E. Administrative/Clerical Support									
1.									
2.									
F. Bus Operators									
G. Dispatchers									
H. Supervisors									
I. Training									
J. Bus Cleaning Supervisor									
K. Bus Wash & Detailer Operator									
L. Other Labor (Provide Staff Position Detail)									
1.									
2.									
M. Bonus/Employee Incentive (Provide Detail)									
1.									
2.									
Subtotal									
Vehicle Taxes & Other Services									
A. Management:									
1. General Manager									
2. Operations Manager									
3. Training/Safety Manager									
B. Other Management (Provide Staff Position Detail)									
1.									
2.									
C. Customer Service Supervisor									
D. Customer Service Rep.									
E. Administrative/Clerical Support									
1.									
2.									
F. Bus Operators									
G. Dispatchers									
H. Supervisors									
I. Training									
J. Bus Cleaning Supervisor									
K. Bus Cleaner									
L. Other Labor (Provide Staff Position Detail)									
1.									
2.									
M. Bonus/Employee Incentive (Provide Detail)									
1.									
2.									
Subtotal									
Other Services									
A. Professional Services									
B. Other Services (Provide Detail)									
1.									
2.									
Subtotal									
Utilities									
A. Telephone and Internet									
B. Office Supplies									
C. Other (Provide Detail)									
1.									
2.									
Subtotal									
Insurance									
A. Worker's Compensation/Employee Liability									
B. Comprehensive General Liability									
C. Automobile Liability (Nonowner & Non-Revenue Vehicles)									
D. Automobile Physical Damage (Personal & Non-Revenue Vehicles)									
E. Other Insurance Premiums (Provide Detail)									
1.									
2.									
Subtotal									
Other Expenses									
A. Corporate Taxes									
B. Licenses									
C. Permits									
D. Other Taxes, License & Permits (Provide Detail)									
1.									
2.									
Subtotal									
Equipment, Fuel, Maintenance & Materials - (Include non-revenue)									
A. Non-Revenue Vehicle Cost									
B. Other Equipment (Provide Detail)									
1.									
2.									
3.									
4.									
Subtotal									
Advertising & Promotion									
A. Advertising Signs & Subscriptions									
B. Publications									
C. Employee Uniforms									
D. Employee Recruitment									
E. Non-Revenue Vehicle Fuel									
F. Non-Revenue Vehicle Maintenance									
G. Fleet Communications									
H. Employee Monitoring									
I. Cell Phone Plan									
J. Other (Provide Detail)									
1.									
2.									
Subtotal									
Off-Hours & Other									
A. Corporate Overhead and Allocations									
B. Profit									
Subtotal									
TOTAL COSTS									

Form A-5: Start-up Cost Detail Form

Name of Proposing Firm:

START-UP COSTS FOR OPTION:

Enter CE, ST or Combined

THIS FORM SHOULD REFLECT ALL START-UP COSTS. IDENTIFY THE COST FOR EACH OF THE FOLLOWING COMPONENTS AND DESCRIBE ANY COST THAT IS INCLUDED IN THE 'MISCELLANEOUS EXPENSE SECTION UNDER 'START UP COSTS'

<u>Item</u>	<u>Proposed start-up cost CE</u>	<u>Proposed start-up cost ST</u>
Utilities/Telephone		
Office supplies		
Operator uniforms		
Relocation costs		
Training costs		
Wage/benefit costs		
Insurance		
Inventory set-up costs		
Leasehold improvements		
Corporate support/profit		
Other miscellaneous costs (describe)		
1		
2		
3		
Recruitment advertising		
Recruitment bonuses		
Outside trainer lodging/travel		
TOTAL *	\$0	\$0

LABOR WAGES FOR:

Enter CE, SF or Combined

Name of Proposing Firm

FULL TIME LABOR WAGES		No. of FTE's	Lowest Wage	Highest Wage	Eligible For Medical Insurance Y/N	Eligible for Dental/Vision	Eligible for 401K Y/N
A Management:							
1	General Manager						
2	Operations Manager						
3	Training/Safety Manager						
B Other Management (Provide Staff Position Detail)							
1							
2							
C Customer Service Supervisor							
D Customer Service Rep.							
E Administrative/Clerical Support							
1							
2							
F Bus Operators							
G Dispatchers							
H Supervisors							
I Training							
J Bus Cleaning Supervisor							
K Bus Cleaner							
L Other Labor (Provide Staff Position Detail)							
1							
2							
M Bonus/Employee Incentive (Provide Detail)							
1							
2							

PART TIME LABOR WAGES		No. of FTE's	Lowest Wage	Highest Wage	Eligible For Medical Insurance Y/N	Eligible for Dental/Vision	Eligible for 401K Y/N
A Management:							
1	General Manager						
2	Operations Manager						
3	Training/Safety Manager						
B Other Management (Provide Staff Position Detail)							
1							
2							
C Customer Service Supervisor							
D Customer Service Rep.							
E Administrative/Clerical Support							
1							
2							
F Bus Operators							
G Dispatchers							
H Supervisors							
I Training							
J Bus Cleaning Supervisor							
K Bus Cleaner							
L Other Labor (Provide Staff Position Detail)							
1							
2							

Form A-7

LABOR BENEFITS FOR:

 Enter CE, ST or Combined

Name of Proposing Firm: _____

FULL TIME LABOR BENEFITS		Number Full Time Employees	Contractor Paid Health Care Per Employee	Employee Paid Health Care Per Employee	Contractor Paid Vision and Dental Per Employee	Employee Paid Vision and Dental Per Employee	Contractor Paid Retirement Per Employee	Employee Paid Retirement Per Employee
A	Management:							
	1 General Manager							
	2 Operations Manager							
	3 Training/Safety Manager							
B	Other Management (Provide Staff Position Detail)							
	1							
	2							
C	Customer Service Supervisor							
D	Customer Service Rep.							
E	Administrative/Clerical Support							
	1							
	2							
F	Bus Operators							
G	Dispatchers							
H	Supervisors							
I	Training							
J	Bus Cleaning Supervisor							
K	Bus Cleaner							
L	Other Labor (Provide Staff Position Detail)							
	1							
	2							
	Subtotal	0	0	0	0	0	0	0

PART TIME LABOR BENEFITS		Number Part Time Employees	Contractor Paid Health Care Per Employee	Employee Paid Health Care Per Employee	Contractor Paid Vision and Dental Per Employee	Employee Paid Vision and Dental Per Employee	Contractor Paid Retirement Per Employee	Employee Paid Retirement Per Employee
A	Management:							
	1 General Manager							
	2 Operations Manager							
	3 Training/Safety Manager							
B	Other Management (Provide Staff Position Detail)							
	1							
	2							
C	Customer Service Supervisor							
D	Customer Service Rep.							
E	Administrative/Clerical Support							
	1							
	2							
F	Bus Operators							
G	Dispatchers							
H	Supervisors							
I	Training							
J	Bus Cleaning Supervisor							
K	Bus Cleaner							
L	Other Labor (Provide Staff Position Detail)							
	1							
	2							
	Subtotal	0	0	0	0	0	0	0

Appendix B (Forms to be submitted with Proposal)

Form B-1: DBE Participation

This form must be completed for the Prime Contractor submitting the Bid, Proposal or Quotation and each subcontractor listed in the Bid, Proposal or Quotation who will be performing work under any subsequent contract.

A Disadvantaged Business Enterprise (DBE) is defined as follows:

A for-profit small business concern that is:

1. at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of corporation, in which 51-percent of the stock is owned by one or more such individual; and
2. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

If your firm is a DBE, as defined above, please indicate below (check one box):

☐ Yes, my firm does qualify as a Disadvantaged Business Enterprise.

☐ No, my firm is not a Disadvantaged Business Enterprise.

If you answered "yes" above, please attach your DBE Certification to this page.

Dated: _____

Official Address: _____ Name of Bidder

By _____

Title _____

Form B-2: Non-Collusive Affidavit

STATE OF _____

COUNTY OF _____

being first duly sworn, deposes and says:

That he is _____ of the firm of _____

(Firm Name)

the party making the foregoing Bid, that such Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY or any person interested in the proposed contract; and that all statements in said bid are true.

That neither any officer or employee of SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said Bid, nor in any expected profits which may arise therefrom.

Dated: _____

Official Address: _____

Name of Bidder

By _____

Title _____

Form B-3: Eligible Bidder Certificate

The bidder hereby certifies that he/she is not on the Comptroller General of the United States of America list of ineligible bidders.

Dated: _____

NAME OF BIDDER

BY _____

TITLE _____

BY _____

TITLE _____

Form B-4: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or

had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature & Title of Authorized Official

The undersigned chief legal counsel for the _____
Hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

Form B-5: Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

The lower tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a third-party contract),

_____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the lower Tier participant (potential sub-grantee or sub-recipient under a FTA project, potential third-party contractor, or potential subcontractor under a third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT)

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

Signature and Title of Authorized Official

Date

Form B-6: Certification of Restriction on Lobbying

I, _____, hereby certify on
(name and title of grantee official)

behalf of _____ that
(name of grantee)

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

2. If any funds other than Federal appropriated funds have been paid or will be paid

to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, and an employee of a grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Executed this _____ day of _____, 20__.

By _____
(signature of authorized official)

(title of authorized official)

Form B-7: Buy America Certificate

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it **cannot** comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Form B-8: Acknowledgement of Addenda

(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

Appendix C: LTA Vehicle and Equipment List

Specialized Transportation Vehicles

Number	Service	Last 5 VIN	Make, Model	Number Seats	Fuel
735	Specialized Transportation	84647	2010 Glaval	16A/2WC	Gas
736	Specialized Transportation	96624	2010 Braun Entervan	5A/1WC	Gas
737	Specialized Transportation	61432	2013 Eldorado	5A/1WC	Gas
740	Specialized Transportation	63759	2020 Glaval Universal	16A/2WC	Gas
741	Specialized Transportation	01097	2019 Braun Entervan	5A/1WC	Gas
742	Specialized Transportation	74327	2021 Starcraft Allstar	16A/2WC	Gas
63	Specialized Transportation	17477	2013 Braun Entervan	5A/1WC	Gas

Specialized Transportation Radio Equipment

Specialized Transportation: Kenwood NX-700 base station with “push-to-talk” radios in each vehicle with automatic digital ID feature.

Appendix D: Future Capital and Planning Projects

The following is a list of future capital and planning projects that the LTA is anticipating to implement or conduct. The project list is meant to provide proposers insight to LTA's vision ST operations. However, all the projects below are subject to funding availability.

- Specialized Transportation radio repeater tower installation
- Specialized Transportation rolling stock (replacement, expansion and conversion to zero emissions)
- Specialized Transportation branding

Appendix E: Protest Procedures

Overview of LTA's Protest Procedures

Under certain circumstances, an interested party to procurement may protest to the LTA the award of a contract that may or may not involve the direct application of funds from Caltrans and the Federal Transportation Administration (FTA). The fact the LTA is a recipient of Caltrans and FTA funds cannot be construed as evidence of Caltrans' and FTA's involvement in a particular procurement.

These procedures are intended to ensure that valid complaints are properly handled and responded to. Spurious proposal protests may be subject to civil proceedings for the recovery of compensatory and/or punitive damages.

Detailed below are the LTA's Protest Procedures and instructions for, when applicable, obtaining the protest procedures of Caltrans and the FTA.

1. General Conditions

The LTA's review of any protest will be limited to:

1.1. General Conditions

- Violations of State or Local laws or regulations. Violations of Federal laws or regulations shall be under the jurisdiction of the FTA.
- Violations of the LTA's purchasing procedures.
- Violations of the LTA's protest procedures or failure to review a complaint or protest.

1.2. Protests must be filed with the LTA's Executive Director by the dates directed in paragraphs 10 and 11 below if the protest is based on the LTA's failure to adhere to its procedures.

1.3. The protest filed with the LTA shall:

- Include the name, address and telephone number of the protestor.
- Identify the number of the solicitation contract.
- Contain a statement of the grounds for protest and any supporting documentation. The grounds for the protest must be supported to the full extent feasible. Additional materials in support of an initial protest will be considered only if filed within the time limits specified below in paragraph 3.
- Indicate the ruling or relief desired from the LTA.

1.4. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submissions should be concise, logically arranged, clear and legible.

2. Time for Filing

Protests shall be filed within the specified limits set forth in the specifications, which are the subject of the procurement, and must adhere strictly to any procedures specified therein. The time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.

Protests must be filed within the time limits set forth in paragraphs 10 and 11 below, in order to be construed as timely. If the requirements and scope of work, which are the subject of a particular procurement, set forth a different period for filing a protest, then the

provisions of paragraph 1 above will apply.

A protest may be considered, even if the initial filing is late, in the following circumstances:

- Good cause based on a compelling reason beyond the protestor's control, whereby the lateness is due to the fault of the LTA in the handling of his/her protest submission.
- The LTA determines the protest raised issues significant to a procurement practice or procedure.
- The LTA is directed by Caltrans and/or FTA to either consider or reconsider the protest.
- A court of competent jurisdiction invites, expects, or otherwise expresses interest in the agency's decision.

3. Time for Submission of Additional Information

Any additional information requested or required by the LTA from the protestor or interested parties shall be submitted as expeditiously as possible, but in no case later than five (5) days after the receipt of such request, unless specifically accepted by the LTA.

4. Confidentiality

Materials submitted by a protestor will not be withheld from any interested party outside of the Agency, or from any member of the public making a request for public records or public information, except to the extent that withholding of records or information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising the LTA of this fact may be affixed to any transmittal to any Government agency which may be involved in the protest. The alleged proprietary information must be identified wherever it appears.

5. Furnishing of Information of Protests

The LTA shall, upon request, make available to any interested party information bearing on the substance of the protest which has been submitted by the protestor or interested parties, except to the extent that withholding of information is permitted or required by law or regulation. Any comments thereof shall be submitted within a maximum of ten (10) days.

6. Withholding of Award

When a protest has been filed before the contract is awarded, the LTA will not make an award prior to the resolution of the protest. When a protest has been filed before the opening of proposals, the LTA will not open proposals prior to the resolution of the protest. When a protest has been filed after the award of a contract and prior to the procurement, the LTA will notify the Contractor to suspend activity unless the LTA determines:

- The items to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to either make the award promptly or to continue with the procurement; or
- Failure to make prompt award or to continue with the procurement will otherwise cause undue hardship to the LTA or other Local, State or Federal Governments.

7. Protest Review - Level One

Upon receipt of a protest, the LTA's Executive Director will create an *ad hoc* Protest Review Panel to review all relevant materials associated with the protest. The Panel shall be comprised of two representatives of San Benito County Local Transportation Authority. The Panel shall determine the validity of the protest and what actions will be taken.

The Panel will be directed to prepare a report within fifteen (15) days. The Panel will notify the protestor and any interested parties of their findings, actions and of the procedures for requesting reconsideration. The report shall include the following:

- Copies of all relevant proposals;
- A copy of the Request for Proposal including pertinent provisions of the specifications;
- A copy of the abstract of proposals;
- Any other documentation that pertains to the protest including correspondence with the proposers; and
- A statement by the LTA explaining its actions and the reasons for them.

A conference on the merits of the protest with members of the panel may be held at the request of the protestor. The request for a conference should be made in a timely manner so as not to interfere with the resolution of the protest and not later than twenty (20) days after the initial protest was filed.

8. Protest Review - Level Two

Reconsideration of a decision by the LTA may be requested by the protestor or any interested party. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

The request for the reconsideration of the Protest Review Panel's decision shall be filed not later than ten (10) days after the Panel issues its written report and shall be filed with the LTA. The protest shall not be considered pending during the ten (10) day period specified in this paragraph.

Upon receipt of the request for reconsideration, the LTA shall schedule an informal administrative hearing with the protestor and the Protest Review Panel. The hearing shall be filed not later than fifteen (15) days after the receipt of the request for reconsideration.

The LTA shall issue in writing its final determination of the reconsidered protest within five (5) days of the administrative hearing.

9. Effect of Judicial Proceedings

The LTA may refuse to decide any protest where the matter involved is the subject of litigation before a court of competent jurisdiction or has been decided on the merits by such a court. The foregoing shall not apply where the court requests, expects or otherwise expresses interest in the LTA's decision.

Protest Deadlines

1. Pre-Proposal Protests

Direct protests concerning LTA's pre-award process in writing (via email only) to Executive Director, projects@sanbenitocog.org, by 5:00 p.m., April 9, 2025 The Executive Director will respond to these protests by April 16, 2025 by email.

2. Post-Proposal Protests

Direct protests concerning LTA's pre-award process in writing (via email only) to Executive Director, projects@sanbenitocog.org, by 5:00 p.m., May 20, 2025 The Executive Director will respond to these protests by May 27, 2025 by email.

Post-Award Protests

Direct protests concerning LTA's post-award process in writing (via mail only) to the Executive Director, projects@sanbenitocog.org , by 5:00 pm, June 10, 2025. The Executive Director will respond to these protests by June 17, 2025 by email.

2. Appeal of LTA's Decision to Caltrans

Under limited circumstances, after an interested party has exhausted its administrative remedies at LTA's level, the interested party may appeal San Benito LTA's decision to the California Department of Transportation (Caltrans). The deadline for pre-proposal protest appeals to Caltrans is April 25, 2025. The deadline for post-proposal protest appeals to Caltrans by June 24 2025. The deadline for post-award protest appeals to Caltrans is 5:00 pm, June 30, 2025.

Caltrans limits review of appeals to:

- (1) LTA's procedural failures (LTA does not have protest procedures, or has not complied with its protest procedures, or has not reviewed the protest when presented an opportunity to do so.)
- (2) Violations of Federal law or regulations
- (3) Violations of State or local law or regulations

Appeals to Caltrans must:

- (1) State the name and address of the interested party.
- (2) Identify LTA's responsible for the RFP process.
- (3) State the grounds for appeal, with supporting documentation.
- (4) Include a copy of the protest filed with LTA and a copy of LTA's decision.
- (5) State the relief sought from Caltrans.

Direct appeals (via mail only) to:

California Department of Transportation
Division of Local Assistance, MS 39
PO Box 942874
Sacramento, CA 94274-0001

Send a copy (via email only) of the appeal to San Benito LTA.

Appendix F: Sample Specialized Transportation Reports

Specialized Transportation Monthly Report

Specialized Transportation Services

Monthly Service Report

February 2019

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	15	10.00	25	\$ 50.00	5
Senior Lunch	10	10.00	25	\$ -	5
Medical/Shopping Assistance	5	10.00	25	\$ 25.00	5
Total	30	30.00	75	\$ 75.00	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	3	2.00	5	\$ -	1
Total	3	2.00	5	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	18	12.00	30	\$ 50.00	6
Senior Lunch	10	10.00	25	\$ -	5
Medical/Shopping Assistance	5	10.00	25	\$ 25.00	5
Total	33	32.00	80	\$ 75.00	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Fares Collected	Service Days
Out-of-County	18	12.00	30	\$ 50.00	6
Senior Lunch	10	10.00	25	\$ -	5
Medical/Shopping Assistance	5	10.00	25	\$ 25.00	5
Total	33	32.00	80	\$ 75.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
62	
63	
734	
735	
736	
738	

NOTES

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	1	1
Unduplicated Passengers	1	1
Turn Downs	1	1
No Shows	1	1
Cancellations	1	1
Employee Hours	1	1
Fuel	1	1
Vehicles - Midday		
Vehicles - Peak		

Rider Time	SL	Year to Date	M/S	Year to Date
0-30	1	1	1	1
30-60	1	1	1	1
60+	1	1	1	1

Wait Time	SL	Year to Date	M/S	Year to Date
0-15	1	1	1	1
16-30	1	1	1	1
31+	1	1	1	1

RFP #2025-02

Office - Specialized Transportation Monthly Report 2019_Part 1.xls, Month 1 (O), Printed 3/15/2018

**Specialized Transportation Services
Monthly Summary Report
February 2019**

Accidents

Incidents

Complaints

Compliments

Safety Training

Employee Turnover

Ride Checks

Road Call

Bus Cleanliness

Specialized Transportation 5310 Report

Worksheet: 5310 - 5310											
Vehicle 5310 - 5310						Vehicle 5310 - 5310					
Driver	Vehicle	Other	Other	Other	Other	Driver	Vehicle	Other	Other	Other	Other
1	2	3	4	5	6	7	8	9	10	11	12
1						1					
2						2					
3						3					
4						4					
5						5					
6						6					
7						7					
8						8					
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99						99					
100						100					

Worksheet: 5310 - 5310											
Vehicle 5310 - 5310						Vehicle 5310 - 5310					
Driver	Vehicle	Other	Other	Other	Other	Driver	Vehicle	Other	Other	Other	Other
1	2	3	4	5	6	7	8	9	10	11	12
1						1					
2						2					
3						3					
4						4					
5						5					
6						6					
7						7					
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5310 Biannual Reports

January - June Totals

Vehicle #000 VIN 0000

Total Days	6
Ending Odometer	300

Total Service Miles	60
Total Service Hours	30
Total One-Way Passenger Trips	48
Total Elderly	12
Total Wheelchair	12
Total Disabled	12
Total Other Passengers	12

Vehicle #000 VIN 0000

Total Days	57
Ending Odometer	300

Total Service Miles	60
Total Service Hours	30
Total One-Way Passenger Trips	48
Total Elderly	12
Total Wheelchair	12
Total Disabled	12
Total Other Passengers	12

Appendix G: Specialized Transportation Personnel Wages

Position	Status	Pay Rate
Driver	Regular, Full-Time	18.73
Driver	Regular, Full-Time	18.73
Coordinator	Regular, Part-time	19.50
Driver	Regular, Part-time	18.73
Driver	Regular, Part-time	17.35
Driver	Regular, Part-time	17.35
Driver	Back-up, Part-time	17.35

Appendix H: Definitions of Acronyms and Terms

ADA	Americans with Disabilities Act
BPAC	Bicycle and Pedestrian Advisory Committee
CHP	California Highway Patrol
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	Revenue Service for Fixed Route and Intercounty service begins upon arrival at the first scheduled bus stop and ends upon departure from the last scheduled drop off of the day. Revenue service for Paratransit, Dial-A-Ride, and Specialized Transportation Services begins with the first passenger pick-up and ends when there are no paying passengers on-board. Revenue service does not include lunches or layovers of more than 15 minutes.
RFP	Request for Proposals #2025-02
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	An LTA vehicle departing any scheduled time-point in revenue service.
Type II Vehicle	A 12-passenger vehicle with two wheelchair spaces and requires a Class B license to operate.

Appendix K: DBE Special Programs and Notice to Proposers

Attachment A: Appendix K

The following Special Program(s) are applicable to this RFP.

Disadvantaged Business Enterprise (DBE) Program

This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In compliance with 49 CFR 26, Caltrans set an overall annual DBE goal comprising both race neutral and race conscious elements. To ensure equal participation for DBE groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is zero percent (0%).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.

It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

Proposer shall complete and submit Attachment B of Appendix K, Bidder/Proposer *Disadvantaged Business Enterprise DBE Information ADM-0227F* and/or Bidder/Proposer *Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312* for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.

The requirement to advertise for the purpose of identifying potential DBEs is waived.

NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
AND
DBE PARTICIPATION GOAL

The Department of Transportation (Caltrans) has set an overall annual DBE goal comprising of both race neutral and race conscious elements to be in compliance with Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). This regulation requires that all recipients of United States Department of Transportation (USDOT), Federal Transit Administration (FTA) federal-aid shall establish an overall annual Disadvantaged Business Enterprises (DBE) goal. Caltrans is required to report to FTA the DBE participation for all federal-aid contracts each year so that the overall annual DBE goal attainment efforts may be evaluated. Caltrans encourages DBE participation in the performance of agreements financed in whole or in part with federal funds.

Bidders and proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant agreement.

The DBE participation goal for this solicitation is zero percent (0%).

To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to the following certified DBE groups: African Americans, Asian-Pacific Americans, Hispanic Americans, Native Americans, Subcontinent Asian Americans, or Women. Only DBE participation will count toward the contract goal for this solicitation.

The attached Kform15drmt, Disadvantaged Business Enterprise (DBE) Information and Instructions for Bidders must be included with the solicitation. The subsequent forms **must** be submitted with the bid, cost proposal, price and/or rate schedule by the bid due date and time as indicated in the solicitation:

- **ADM-0227f: Disadvantaged Business Enterprise (DBE) Information Participation, and/or**
- **ADM-0312f: Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation**

Failure to complete and submit the required DBE information and forms, will be grounds for finding the bidder/proposer non-responsive and cause for rejection of the bid/proposal (also refer to the solicitation, Special Programs).

New Requirement effective February 28, 2011: The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069, Disadvantaged Business Enterprises Utilization Report](#) with each invoice as required in the Proposed form of Agreement's Exhibit B, Budget Detail and Payment Provisions and Exhibit D, Special Terms and Conditions.

Please read this Notice and Attachments very carefully as bidder/proposer is responsible to ensure bid submittal documents are complete and accurate.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

Kform15dmt (Rev. 03/2019) Page 1 of 5

A) AUTHORITY AND BIDDER'S RESPONSIBILITY

This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS. Bidders/Proposers (bidder) shall be fully informed of the requirements of the regulations and Caltrans' DBE Program developed pursuant to the regulations. It is the policy of the State of California, Department of Transportation (Caltrans), that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Bidder should ensure that DBE firms have an opportunity to participate in the performance of this solicitation and shall take all necessary and reasonable steps for this assurance. The bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Terms as used in this document:

- 'Caltrans' means 'State of California, Department of Transportation'
- 'Awarding Agency' means the agency that let the contract and subrecipient of Caltrans
- 'Agreement' also means 'Contract'
- 'Bidder' also means 'proposer' or 'offeror'
- 'Work Codes' indicate the types of work DBE firms are certified to perform

It is the bidder's responsibility to make work available to DBEs and select portions of work, services, or material needed from the Scope of Work. The required work, services and/or material must be relevant to the DBEs work codes to meet the contract goal for DBE participation in this solicitation or provide information to establish, that prior to bidding, the bidder made an adequate Good Faith Effort (GFE) to meet the goal.

To be eligible for award of the Agreement, the bidder shall demonstrate that the contract goal for DBE participation was met or that, prior to bidding, an adequate GFE to meet the goal was made. Preliminary determination of goal attainment or GFE by the bidder will be by the Awarding Agency. Final determination of goal attainment or GFE by the bidder will be at Caltrans' discretion.

Bidder is cautioned that even though its submittal indicates it will meet the stated DBE goal, its submittal should also include its GFE documentation along with DBE goal information to protect its eligibility for award of the Agreement in the event Awarding Agency, in its review, finds that the goal has not been met.

It is the bidder's responsibility to verify DBE certifications.

B) SUBMISSION OF DBE INFORMATION AND PARTICIPATION

In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a GFE to meet the contract goal for DBE participation as established for this Agreement (refer to Section III, DBE Certification Requirements, Section 4). Bidder shall submit the attached form(s).

- ADM-0227f, Disadvantaged Business Enterprise (DBE) Information
- ADM-0312f, Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation. Bidder shall provide sufficient documentation to demonstrate adequate GFEs were made. For disqualification examples, refer to the Instructions to Bidder/Proposer on page 1 of the ADM-0312f.

C) DBE CERTIFICATION REQUIREMENTS

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR 26 and Caltrans' DBE Program developed pursuant to the regulations. Particular attention is directed to the following:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBOE) web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the blue DBE Search Click Here button
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen (read about NAICS definitions below)
 - "Start Search", is located at the bottom of the query form,
 - "Civil Rights Home" (OBOE), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

MUST USE EITHER INTERNET EXPLORER 5.5 OR NETSCAPE 7 (OR GREATER) FOR THIS DATABASE.

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

Contractors bidding on Caltrans solicitations with a contract goal for DBE participation may contact the DBE supportive services consultant or obtain lists of certified DBEs from the CUCP database referenced above.

NAICS Work Codes and Work Descriptions

The North American Industry Classification System (NAICS) work codes are used to identify the type of work performed by DBEs. You will need to have the NAICS work code numbers before querying. The United States (US) Census Bureau has developed cross-references from Standard Industrial Classification (SIC) codes to the NAICS codes. Please visit the US Census Bureau web site for more information concerning work areas related to NAICS 237310 Highway, Street, and Bridge Construction, at the following location: <http://www.census.gov/epcd/naics02/def/ND237310.HTM>.

How to Obtain a Quarterly List of Certified DBEs without Internet Access

If you do not have Internet access, Caltrans also publishes a quarterly directory of certified DBE firms extracted from the on-line database. A copy of the quarterly directory of certified DBEs may be ordered from the Caltrans' Division of Procurement and Contracts/Materiel and Distribution Branch/Publication Unit by calling (916) 263-0822.

4. In order to be considered a responsible and responsive bidder, the bidder must meet the contract goal and/or make a Good Faith Effort to meet the contract goal for DBE participation established for the Agreement. The bidder can meet this requirement in one of two ways:
 - a. Meet the contract goal and document commitments for participation by DBE firms.
 - b. If the contract goal is not met or is partially met, the bidder must document an adequate GFE.
5. A bidder (**prime contractor**), who is not a certified DBE, will be required to document one or a combination of the following:
 - a. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - b. Prior to bidding, the bidder made an adequate GFE to meet the contract goal for DBE participation.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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6. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
7. A certified DBE bidder not bidding as a joint venture with a non-DBE, is required to document one or more of the following:
 - a. The DBE bidder will meet the goal by performing work with its own forces.
 - b. The bidder will meet the contract goal for DBE participation through work performed by DBE subcontractors, suppliers, or trucking companies.
 - c. Prior to bidding, the bidder made adequate GFEs to meet the contract goal for DBE participation.
8. A DBE joint venture partner must be responsible for specific Agreement items of work, or portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces.
9. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must attach and submit the joint venture agreement with the ADM 0227F as instructed on page 2 of the form.
10. A DBE must perform a Commercially Useful Function (CUF), pursuant to 49 CFR 26, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materiel and supplies to be used on the Agreement for negotiating price, determining quality, and quantity, installing (where applicable), and paying for the material itself.
11. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in its bid/proposal and all DBE subcontractors must be listed in the bid/cost proposal list of subcontractors.
12. Any dollar amount of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
13. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the goal except that portion of the work to be performed by non-DBE subcontractors.
14. If the bidder performs and documents an adequate GFE to meet the goal, the award cannot be denied on the basis that the bidder failed to meet the goal.

D) CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES**A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:**

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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provided in this paragraph if the person both owns and operates distribution equipment for the products.

6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

B. CREDIT FOR DBE TRUCKING COMPANIES WILL BE AS FOLLOWS:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
3. The DBE will receive credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck.
7. Leased trucks must display the name and identification number of the DBE.

E) USE AND/OR TERMINATION OF PROPOSED DBEs

If awarded the Agreement, the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval by the Awarding Agency Contract Manager and concurred by Caltrans and only as allowable as specified in the Agreement. This includes work that a prime contractor can perform with its own forces, or with a non-DBE firm, or another DBE firm.

Prior to the termination request, the prime contractor **must** notify the DBE, in writing, of the intent to terminate allowing for five days of response time in opposition of the rejection.

The prime contractor must have good cause in which to terminate the DBE firm. A good cause includes:

1. The DBE fails or refused to execute a written contract.
2. The DBE fails or refuses to perform the work consistent with normal industry standards.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERSKform15dmt (Rev. 03/2019) Page 5 of 5

3. The DBE fails or refuses to meet the prime contractor's nondiscriminatory bond requirements.
4. The DBE becomes bankrupt or has credit unworthiness.
5. The DBE is ineligible to work because of suspension and debarment.
6. It has been determined that the DBE is not a responsible contractor.
7. The DBE voluntarily withdraws, with written notification, from the contract.
8. The DBE is ineligible to receive credit for the type of work required.
9. The DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
10. Or other documented compelling reason.

The Contractor must make an adequate GFE to find another certified DBE subcontractor to substitute for the original DBE. The GFE shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was substituted or terminated to the extent needed to meet the established contract goal for DBE participation.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the Agreement. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

F) AWARD

Award of the Agreement will be in accordance with the respective solicitation.

The bidder awarded the Agreement shall be responsible for implementing the applicable requirements of 49 CFR 26 in performance of the Agreement.

The bidder awarded the Agreement shall complete and submit ADM-3069, Disadvantaged Business Enterprises Utilization Report with each invoice.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

ADM-0227f (Rev. 06/2012) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

PART A – CONTRACTORS INFORMATION (Refer to Instructions on Page 2 of this form. Bidder/Proposer shall ensure all information provided is complete and accurate.)

CONTRACTOR'S BUSINESS NAME		AGREEMENT NUMBER	CONTRACT DOLLAR AMOUNT		DATE
CONTRACTOR'S BUSINESS ADDRESS		CITY	STATE		ZIP CODE
CONTACT PERSON		BUSINESS PHONE	FAX NUMBER		EMAIL ADDRESS

PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.) Contractor shall attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed below.

[illegible]

PART C – FOR CALTRANS USE ONLY (Verification Completed by Civil Rights, Office of Business and Economic Opportunity):

PRINT VERIFIER'S NAME AND TITLE	SIGNATURE	DATE	CIVIL RIGHTS STAMP OF APPROVED
DBE PARTICIPATION ☐ YES (%) ☐ NO			

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

AUTHORITY: Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227f (Please Type or Print Legibly):

PART A – CONTRACTOR INFORMATION**CONTRACTOR'S BUSINESS INFORMATION:** Bidder's/Proposer's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.**Agreement Number:** The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.**CONTRACT DOLLAR AMOUNT:** Total dollar amount that Contractor proposes to accomplish the Agreement.**Date:** Date this form is completed.**PART B – DBE INFORMATION AND DOCUMENTS****PRIME:** Complete if Prime is a certified DBE.**Sub-Contractor:** Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed.**Column 1** Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.**Column 2** Enter the area code and phone number of the corresponding certified DBE listed in Column 1.**Column 3** Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.**Column 4** Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.**Column 5** Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.**Column 6** Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

1 = Black American

4 = Asian-Pacific American

7 = Woman

2 = Hispanic American

5 = Subcontinent Asian
American

8 = Other

3 = Native American

6 = Caucasian

9 = Not Applicable

Column 7-8 Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.**EXAMPLE:****PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)**

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	Tier	(4) Description of Work, Services, or Material Supplied	(5) DBE or CUCP Certification Number	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
1B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA, 04321	(XXX) 000-1111	0	Project management	XXXXXXXX	7, 5	48,000	48%	
Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA, 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA, 45670	(111) XXX-0001	2	Survey instruments, testing materials	111111111111	3	10,000	10%	

ADDITIONAL INFORMATION:

- Form ADM-0312f should be submitted with the ADM-0227f to demonstrate good faith efforts (GFE) AND protect bidder's/proposer's eligibility for contract award in the event Caltrans determines the bidder/proposer failed to meet the DBE goal.
- A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227f.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment B: Appendix K

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312f (REV 06/2012) Page 1 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
-------------------	--------------------------	------

BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers prosing goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

2. DBE DOCUMENTATION

- List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- Identify information submitted to the bidder for this solicitation:

Check the appropriate box: ☐ IFB ☐ RFP ☐ RFQ

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

Attachment B: Appendix K

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

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CONTRACTOR'S NAME

IFB OR RFP OR RFQ NUMBER

DATE

BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information/Participation form, ADM-0227f, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidder/proposers prosing goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer Disadvantaged Business Enterprise (DBE) Good Faith Efforts Documentation form, ADM-0312f, and submit the requested information below with its bid by the bid due date and time.

Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisement or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)

2. DBE DOCUMENTATION

- List the names and dates of written notices sent to certified DBE firms soliciting bids for the contract.
- List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- Identify information submitted to the bidder for this solicitation:

Check the appropriate box:

☐ IFB

☐ RFP

☐ RFQ

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/EMAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

Attachment B: Appendix K

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

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CONTRACTOR'S NAME		IFB OR RFP OR RFQ NUMBER	DATE			
4. DBE RESPONSES						
List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or negotiations with each, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted						
DBE FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		GIVE REASON FOR NON-SELECTION AND A SUMMARY OF DISCUSSIONS
		YES	NO	YES	NO	
5. ASSISTANCE TO DBEs – Bonding, Insurance, etc.						
Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to DBEs.						

Attachment B: Appendix K

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312f (REV 06/2012) Page 4 of 4

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
6. ASSISTANCE TO DBEs – Equipment/Materials, etc. Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.		

7. ADDITIONAL DATA Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.		
NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581

Score Sheet- RFP #2025-02

Transdev Services, Inc.		
Evaluation Criteria	Possible Score	Score Given
Technical Proposal	175	158
Proposed Personnel	135	124
Experience and Qualification of Proposer	105	99
Cost Proposal	85	79
Does the Firm Intend to Retain the Existing Contractor's Employees Consistent with California Labor Code Sections 1070-1074?	50	48
Total Scoring:	550	508

Community Bridges		
Evaluation Criteria	Possible Score	Score Given
Technical Proposal	175	134
Proposed Personnel	135	104
Experience and Qualification of Proposer	105	82
Cost Proposal	85	60
Does the Firm Intend to Retain the Existing Contractor's Employees Consistent with California Labor Code Sections 1070-1074?	50	48
Total Scoring:	550	428