

County Connection

2477 Arnold Industrial Way Concord, CA 94520-5326 (925) 676-7500 countyconnection.org

BOARD OF DIRECTORS MEETING AGENDA

**Thursday, November 21, 2013
9:00 a.m.**

**CCCTA Paratransit Facility
Gayle B. Uilkema Memorial Board Room
2477 Arnold Industrial Way
Concord, California**

The CCCTA Board of Directors may take action on each item on the agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

1. Call to Order/Pledge of Allegiance
2. Roll Call/Confirm Quorum
3. Public Communication
4. Consent Calendar
 - a. Approval of Minutes of Regular Meeting of October 17, 2013*
5. Report of Chair
 - a) Recognition of Erling Horn, City of Lafayette, for his service on the County Connection Board of Directors
 - b) Recognition of Sheila Hunter, the Recipient of the 2013 Chair's Award for Excellence
6. Report of General Manager
 - a) Recognition of Employees of the Year Award for 2013
 - b) Recognition of the Recipient of the General Manager's Award for 2013
7. Report of Standing Committees
 - a. Operations & Scheduling Committee
(Committee Chair: Director Jack Weir)
 - 1) Authorize Release of Request for Proposal (RFP) for Paratransit Services
(The O & S Committee will request that the Board authorize staff to release the RFP for Paratransit Operations, and Maintenance. Staff will review the draft RFP and Scope of Work with the Board.)

Clayton • Concord • Contra Costa County • Danville • Lafayette • Martinez
Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

8. Report from the Advisory Committee
 - a. Appointment of Eileen Vonk to the Advisory Committee as a Representative from the City of Concord*
 9. Board Communication

Under this item, Directors are limited to providing information, asking clarifying questions about matters not on the agenda, responding to public comment, referring matters to committee or staff for information, or requesting a report (on any matter) be made at another meeting.
 10. Adjournment
-

*Enclosure

General Information

Possible Action: The Board may act upon any item listed on the agenda.

Public Comment: Each person wishing to address the County Connection Board of Directors is requested to complete a Speakers Card for submittal to the Clerk of the Board before the meeting convenes or the applicable agenda item is discussed. Persons who address the Board are also asked to furnish a copy of any written statement to the Clerk. Persons who wish to speak on matters set for Public Hearings will be heard when the Chair calls for comments from the public. After individuals have spoken, the Public Hearing is closed and the matter is subject to discussion and action by the Board.

A period of thirty (30) minutes has been allocated for public comments concerning items of interest within the subject matter jurisdiction of the Board. Each individual will be allotted three minutes, which may be extended at the discretion of the Board Chair.

Consent Items: All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or a member of the public prior to when the Board votes on the motion to adopt.

Availability of Public Records: All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available for public inspection at 2477 Arnold Industrial Way, Concord, California, at the same time that the public records are distributed or made available to the legislative body. The agenda and enclosures for this meeting are posted also on our website at www.countyconnection.com.

Accessible Public Meetings: Upon request, County Connection will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service so that it is received by County Connection at least 48 hours before the meeting convenes. Requests should be sent to the Board Clerk, Lathina Hill, at 2477 Arnold Industrial Way, Concord, CA 94520 or hill@cccta.org.

Shuttle Service: With 24-hour notice, a County Connection LINK shuttle can be available at the North Concord BART station for individuals who want to attend the Board meetings. To arrange for the shuttle service, please call Robert Greenwood – 925/680 2072, no later than 24 hours prior to the start of the meeting.

Currently Scheduled Board and Committee Meetings

Board of Directors:	Thursday, December 19, 9:00 a.m., County Connection Board Room
Administration & Finance:	Wednesday, December 4, 9:00 a.m. 1676 N. California Blvd., Suite 620, Walnut Creek
Advisory Committee:	Friday, January 10, 9:30a.m. County Connection Board Room
Marketing, Planning & Legislative:	Thursday, December 5, 8:30 a.m., 3338 Mt. Diablo Blvd. in Lafayette
Operations & Scheduling:	Friday, December 6, 8:30 a.m., Pleasant Hill City Offices

The above meeting schedules are subject to change. Please check the County Connection Website (www.countyconnection.com) or contact County Connection staff at 925/676-1976 to verify date, time and location prior to attending a meeting.

This agenda is posted on County Connection's Website (www.countyconnection.com) and at the County Connection Administrative Offices, 2477 Arnold Industrial Way, Concord, California

County Connection

2477 Arnold Industrial Way

Concord, CA 94520-5326

(925) 676-7500

countyconnection.com

Agenda Item No. 4.a.

CCCTA BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING

October 17, 2013

CALL TO ORDER/ROLL CALL/CONFIRM QUORUM

Chair Simmons called the regular meeting of the Board of Directors to order at 9 a.m. Board Members present were Directors Anderson, Dessayer, Horn, Hudson, Manning, Schroder, Storer and Weir. Director Hoffmeister arrived after the meeting convened. Director Worth was absent.

Staff: Ramacier, Chun, Barnes, Barrientos, Bowron, Casenave, Churchill, Crayton, Hill, Mitchell, Muzzini, Polee, Rettig, Robinson, Rossini, and Thompson.

Guest: Ralph Hoffman and Phil McGuire, Innovative Paradigms Representative

PUBLIC COMMUNICATION:

Ralph Hoffman suggested a change to Route 4 in Walnut Creek to ease traffic jams and make the trips faster.

Judy Barrientos, President of the ATU, stated that the ATU and County Connection came to a contract agreement three months ago. She and the members of the ATU would like to review the written contract.

CONSENT CALENDAR

MOTION: Director Manning moved approval of the Consent Calendar, consisting of the following items: (a) Approval of Minutes of Regular Meeting of September 19, 2013; (b) Additional CalPers Medical Plans for Administration, ATU and Teamsters and Resolution Nos. 2014-007, 2014-008, 2014-009; (c) Increasing Cafeteria Amounts for Non-Represented Employees and Resolution No. 2014-011. Director Hudson seconded the motion and it received the following vote of approval. Director Simmons noted that he would abstain from approval of the September 19, 2013 minutes as he did not attend.

Aye: Directors Andersen, Dessayer, Horn, Hudson, Manning, Schroder, Simmons, Storer and Weir

No: None

Abstain: Director Simmons (as to Approval of Minutes of September 19, 2013 only)

Absent: Directors Hoffmeister and Worth

(Director Hoffmeister arrived.)

REPORT OF CHAIR

Chair Simmons thanked the Board for electing him as the new Board Chair. The Chair reported that BART is about to begin the Walnut Creek BART redevelopment project at the Walnut Creek BART station. He indicated the project should be well on its way in next nine months.

REPORT OF GENERAL MANAGER

General Manager Rick Ramacier reviewed the following: First, he made note of the upcoming County Connection Employee Appreciation Day. Next, he mentioned that Bill Churchill, Director of Transportation with County Connection, looked into comments relative to potential service issues raised at recent Board meetings by First Transit employees. He was unable to substantiate any of the claims of service problems with First Transit's delivery of Link service. The General Manager noted that County Connection is unable to get involved in disagreements or disputes between First Transit employees and management. The General Manager added that First Transit's management has been notified by County Connection staff that their appears to be issues between First Transit management and its employees that need their attention.

Federal Government Shutdown Impact on County Connection Grants

General Manager Rick Ramacier reported that the Federal Government had little impact on County Connection. Federal Grants were put on hold doing the shutdown, however the grant process started back immediately after the shutdown was over.

County Connection Response to Any Possible BART Strike

General Manager Rick Ramacier announced that County Connection was prepared for another possible BART strike and reviewed any additional services to be provided.

Report on APTA Annual Conference in Chicago

General Manager Rick Ramacier reported that at this year's APTA Conference the main focus was the Reauthorization of MAP21 and how the transit industry can cope with the significant changes and interpretation of the new rules.

REPORT OF STANDING COMMITTEES

Administration & Finance Committee:

Update on Bishop Ranch Service Agreement

Director Dessayer informed the Board that County Connection has been in negotiations with Bishop Ranch to include service to AT&T. He then turned over the discussion to Anne Muzzini, Director of Planning, to further discuss where these negotiations are. Staff believes that this is a good time to consider updating the contract between Bishop Ranch and County Connection to address the interest in adding service. After a fair amount of discussion between Bishop Ranch and County Connection the issue of updating the contract has been deferred to a later date.

Due to time constraints of some board members, Board members wanted to change the order of the agenda with allowing item 7.c. to be heard before 7.b.

MOTION: Director Horn moved that the order of agenda items be changed from 7.b.to 7.c. Director Manning seconded the motion and it received the following vote of approval.

Aye: Directors Andersen, Dessayer, Hoffmeister, Horn, Hudson, Manning, Schroder, Simmons, Storer and Weir
No: None
Abstain: None
Absent: Director Worth

Operations & Scheduling Committee

Proposed Alamo T-1 Service Agreement

Anne Muzzini explained that the Alamo T-1 Service Agreement between the County of Contra Costa and County Connection would establish a transit benefit for the residents of the County Service Area (CSA) T-1. Since 2006, a yearly fee has been collected by the county from each residential home to fund extended public transit service. The intent of the Agreement is to provide a free shuttle service in the service corridors between CSA T-1 and the Walnut Creek and Dublin/Pleasanton BART stations, to help mitigate traffic on the Danville roads.

MOTION: Director Schroder moved approval of Resolution No. 2014-010, Authorizing the General Manager to Enter into an Agreement with Contra Costa County for Operation of Alamo Creek T-1 Transit Services. Director Horn seconded the motion and it received the following vote of approval.

Aye: Directors Andersen, Dessayer, Hoffmeister, Horn, Hudson, Manning, Schroder, Simmons, Storer and Weir
No: None
Abstain: None
Absent: Director Worth

Marketing, Planning & Legislative Committee:

The Contra Costa County Mobility Management Plan

Director Schroder introduced this item and mentioned that it has been to the MP & L Committee on two separate occasions. The MP & L Committee believes the adoption of this plan will help move forward some of the things identified at the Paratransit workshop on September 6, 2013.

County Connection retained the services of Phil McGuire of Innovative Paradigms. Phil McGuire gave a brief description on the process of putting the plan together and some of the findings. He also briefly explained the potential of a Consolidated Transportation Services Agency (CTSA).

General Manager Rick Ramacier stated that the implementation of the mobility management function, would be funded initially by Measure J and federal new freedom grants. This function would be overseen by an over sight committee made up of transit operators and select social service providers.

After substantial discussion from the Board, it was a general agreement that it should be fully supported and be forwarded to Contra Costa Transit Authority after the Board approves it.

Ralph Hoffman, representing seniors in the area, stated that as seniors we need to be able to get out and go to doctors' appointments or other errands and still feel independent. So many seniors commit suicide because they feel useless or helpless. So he fully supports the Contra Costa Mobility Management Plan.

MOTION: Director Storer moved approval of the draft for the Contra Costa County Mobility Management Plan. Director Horn seconded the motion and it received the following vote of approval.

Aye: Directors Andersen, Dessayer, Hoffmeister, Horn, Hudson, Manning, Simmons, Storer and Weir
No: None
Abstain: None
Absent: Director Worth

BOARD COMMUNICATION:

Erling Horn stated that he has submitted his letter of retirement today after 17 years. It has been a pleasure and a fantastic tenure. Don Tatzin will be taking over for him, and Erling feels he will be a great asset to the Board of Directors and to County Connection itself.

CLOSED SESSION

Public Employee Performance Evaluation; Pursuant to Government Code Section 54957
Position: General Manager

At 10:27 a.m. Chair Simmons announced the Board would take a break and reconvene for a closed session pursuant to Government Code Section 54957, regarding Public Employee Performance Evaluation; Position: General Manager.

OPEN SESSION

A. REPORT OF ACTION(S) TAKEN DURING THE CLOSED SESSION

The Board reconvened in open session at 10:48 a.m. Chair Simmons announced the Board met in closed session pursuant to Government Code Section 54957, regarding Public Employee Performance Evaluation; Position: General Manager. No action was taken.

ADJOURNMENT: Chair Simmons adjourned the regular Board meeting at 10:49 a.m.

Minutes prepared by

Lathina Hill
Assistant to the General Manager

Date

To: Board of Directors

Date: November 12th 2013

From: Bill Churchill, Director of Transportation

Reviewed by:

SUBJECT: Authorization to Release Scope of Work for Paratransit RFP

Summary

Since the existing contract for ADA Paratransit services with First Transit expires June 31st of 2014, the Board of Directors held a special meeting to explore options in obtaining another contract to maintain continuity of service. Toward that end the O&S Committee was given the task of directing staff in the development of a Scope of Work for ADA Paratransit services with the final goal of entering into a contract for such services.

For the last couple of months the O&S Committee has been working with staff on the development of a scope of work for ADA Paratransit services (please refer to attachment). In addition to ADA Paratransit services for County Connection (LINK), this scope of work includes ADA Paratransit services for BART, Concord Police department and non-paratransit services for Saint Mary's College, California State University East Bay and Alamo Creek.

Although the attached Scope of Work is largely similar to prior works, there are several noteworthy additions designed to meet the expectations of the Board communicated at the Paratransit workshop held in September 2013. Most importantly the document requires potential proposers to provide a cost reduction/Service improvement plan in their proposals with the goal of improving existing service implementation. Staff has also included language to centralize the customer feedback/complaint process in order to ensure County Connection has an accurate picture of contractor performance and an opportunity to require appropriate responses to customers. Another important addition is the inclusion of financial penalties to be exacted on the Contractor for not providing appropriate management oversight. Finally, staff has included language requiring the winning contractor to work with County Connection in meeting federally mandated DBE goals rather than merely just requiring the contractor to use designated subcontractors.

As part of standard practice in developing a Scope of Work, staff included a set of performance standards the Contractor must meet during the term of a contract. Staff also included a requirement for a performance bond in the amount of \$500,000 to insure the winning Contractor complies with all aspects of the Request for Proposal and subsequent contract.

Components not included in Scope of Work

In order to focus on the services to be provided staff did not include the boiler plate legal language. However, there are several items not covered in the scope of work, but included in the boiler plate component of a Request for Proposal (RFP), that the Board should be aware of. The first is the method of scoring submitted proposals. The evaluation team will score submitted proposals on the following five items:

1. Qualifications of the Firm: 20%
Experience in performing similar work, company stability, quality of references
2. Staffing and Project Organization: 25%
Qualifications of project staff, key personnel, retention of existing employees
3. Work Plan: 20%
Contractors depth of understanding of County Connection requirements, reasonableness of proposed work plan, appropriateness of resource allocation
4. Creative Approach/Productivity Improvement Plan: 10%
Proposed creative approaches to reduce costs and improve system productivity
5. Reasonableness of Cost Proposal: 25%
Reasonableness of price and competitiveness of price as compared to other proposers

Another item included in the boiler but of importance is the method County Connection requires the winning Contractor to price their services. The RFP requires invoices for ADA Paratransit services to have two components, a fixed monthly rate (encapsulating general overhead) and an hourly rate for services rendered. For non-paratransit services such as the Saint Mary's Shuttle the winning Contractor shall provide a marginal hourly rate for services rendered. Additionally, fuel will be invoiced separately and broken out for each separate service provided. One final note regarding the pricing built into the RFP, all rates quoted by the contractor must remain unchanged unless service demand increases by more than 20% from projected service hours. The final component of the boiler plate is the tentative RFP/Contract timeline included for your review.

RFP/Contract Timeline for ADA Paratransit Services

1) October 2013, O&S Meeting	Review of Draft RFP Scope of Work
2) November 2013, O&S Meeting	Final Review draft RFP
3) November 21, 2013 Board Meeting	Board of Directors authorizes the release Paratransit RFP
4) December 2013-February 2014	RFP on street
5) March 2014	Bid Evaluation
6) April 2014 O&S	Staff recommendation of Bid Award
7) April 2014, Board Meeting	Selection by Board of Directors
8) April 2014	Completion of Contract
9) May 2014 – June 30 th 2014	Potential Contractor Transition
10) July 1 st 2014	Winning Contractor Starts Service

Recommendation: Staff requests the Board of Directors for Authorization to release the Scope of Work in a Request for Proposal (RFP)

Options:

- 1) Approve recommendation
- 2) Decline recommendation
- 3) Provide staff with direction regarding potential modifications of the Scope of Work

Attachments: Exhibit A "Scope of work"

County Connection

2477 Arnold Industrial Way Concord, CA 94520-5326 (925) 676-7500 countyconnection.com

DRAFT

Exhibit A: Scope of Work

Paratransit RFP 2013

Version 4

10/31/2013

TABLE OF CONTENTS

- I. SERVICE OPERATION DEFINITIONS..... 3**
- II. SYSTEM DESCRIPTION 4**
 - A. COUNTY CONNECTION ADA PARATRANSIT (LINK) SERVICE..... 4
 - B. BART ADA PARATRANSIT SERVICE..... 5
 - C. OTHER NON-ADA SERVICES 6
- III. COUNTY CONNECTION RESPONSIBILITIES 7**
 - A. MANAGEMENT 7
 - B. SYSTEM PLANNING, DESIGN AND ADMINISTRATION..... 7
 - C. ADJUSTMENT TO SERVICE 8
 - D. COORDINATION 8
 - E. ADVERTISING AND PROMOTION..... 8
 - F. ADA ELIGIBILITY 8
 - G. FACILITIES AND EQUIPMENT 9
 - H. PROVISION OF REVENUE VEHICLES & VEHICLE REPLACEMENT 9
 - I. SERVICE MONITORING 9
- IV. CONTRACTOR DUTIES AND RESPONSIBILITIES..... 9**
 - A. GENERAL DUTIES 9
 - B. PERSONNEL REQUIREMENTS..... 10
 - C. REQUIRED KEY MANAGEMENT POSITIONS..... 10
 - D. DRUG & ALCOHOL PROGRAM 14
 - E. TRAINING..... 14
 - F. MAINTENANCE 15
 - G. FARES, DEPOSITS AND TRANSFER POLICY..... 19
 - H. SOFTWARE AND TECHNOLOGY 20
 - I. EMERGENCY MANAGEMENT 20
 - J. RECORDS/MANAGEMENT & SYSTEM REPORTS 21
- V. SERVICE/MAINTENANCE STANDARDS..... 24**
- VI. SAFETY PROGRAM..... 25**
- VII. ACCIDENT & INCIDENT PROCEDURES 25**
- VIII. CUSTOMER COMPLAINT/COMMENDATION PROCEDURE 26**
- IX. SERVICE TRANSITION/START UP 26**
- X. INDEMNIFICATION AND INSURANCE REQUIREMENTS..... 26**
 - A. INDEMNIFICATION 27
 - B. COMPREHENSIVE LIABILITY 27
 - C. AUTOMOTIVE LIABILITY INSURANCE..... 27
 - D. COLLISION AND COMPREHENSIVE INSURANCE 27
 - E. WORKERS COMPENSATION 27
 - F. GENERAL PROVISIONS 28

G. PERFORMANCE BOND 29

XI. COST REDUCTION/SERVICE IMPROVEMENT PLAN..... 29

I. Service Operation Definitions

The following terms are used throughout the Scope of Work, Exhibits and Attachments; the following terms shall have the meanings set forth below.

- A. **Passengers:** A fare paying ADA eligible and approved passenger
- B. **Personal Care Attendant:** A non-fare paying individual providing care and support to a Passenger while on a LINK vehicle
- C. **Guest:** A non-ADA eligible fare paying passenger riding a LINK vehicle with a registered Passenger
- D. **Advance Reservation:** LINK is an advanced reservation service. It is suggested that Riders call up to two days in advance to schedule their trips. However, in accordance with the Americans with Disabilities Act, Riders may call to make a reservation as late as the day before the trip is requested. LINK also provides same day trips as time and space allows.
- E. **CONTRACTOR:** The term "CONTRACTOR" means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the services specified in this RFP.
- F. **Deadhead Miles:** Miles when the vehicle is not in revenue service, i.e. Travel from the yard to first pick up and from the last drop off back to the yard.
- G. **Denial:** County Connection strictly adheres to the ADA definition of trip denials. A trip is considered a denial if the rider is offered a time more than one hour before or one hour after their requested time or if they are not offered any time. LINK has a "no denial" policy.
- H. **Curb to Curb Service:** A type of paratransit service where, on both the origin and destination ends of the trip the operator gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than (15) fifteen feet from the vehicle. Drivers may NOT enter a residence and must keep the vehicle in sight at all times.
- I. **Holidays:** There are six official County Connection holidays in which LINK, Route 250 and Alamo Creek Shuttle do not operate: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Route 260 does not operate on the six County Connection holidays as well as Veterans Day, and Martin Luther King day. The contractor is required to have reservation staff on duty during regular business hours on holidays.
- J. **Manifest:** A manifest is defined as a list of passenger trips provided to the driver. The manifest includes at the minimum the following: customer name, pick up and drop off addresses and times, mobility devices used by the passenger, whether the passenger has a guest or an attendant, payment status and any other information specific to the passenger.
- K. **No Show:** An individual is considered a No Show if the County Connection is not notified one hour before the scheduled pick up time or if the driver waits five minutes after the pick- up time and the individual is not ready for boarding.

- L. **On-Time Performance:** On-time performance is measured by the status of pick-ups made within fifteen minutes before until fifteen minutes after the allotted pick up time.
- M. **Pick Up Window:** The Pick Up window is the span of time which determines if LINK is on time. This window is fifteen minutes before until fifteen minutes after a scheduled pick up time.
- N. **Subscription Service:** A subscription trip is a trip that is scheduled for the same time and same days each week. A rider is not required to call in advance for each trip but must call to cancel for one or more days. Subscription service may be capped at 50% if it is deemed that additional subscription trips will impair the ability of LINK to provide occasional trips, resulting in denials.
- O. **Vehicle Revenue Hour:** The hours a vehicle travels from the time it arrives at the first pick up, even if that pick up is a no show, until the last drop off or release from service by dispatch, minus time for lunch and breaks.
- P. **Vehicle Revenue Miles:** The miles a vehicle travels from the time it arrives at the first pick up until the last passenger is dropped off.
- Q. **Vehicle Service Hour:** The hours a vehicle travels from the time it leaves the yard at 2477 Arnold Industrial Way, for a scheduled reservation each day until it returns to the yard, minus lunch and breaks.
- R. **Vehicle Service Miles:** The miles a vehicle travels from the time it pulls out from the yard at 2477 Arnold Industrial Way in Concord to go into revenue service to the time it pulls in to the yard on return from revenue service.

II. System Description

The service area for County Connection fixed route and LINK services encompasses over 200 square miles in central Contra Costa County and has an estimated population of 540,000 residents. Of this population, more than 3,988 residents have registered to use the County Connection LINK. In any given month, up to 1,300 unduplicated individuals use the LINK service for as many as 13,000 passenger trips per month.

A. County Connection ADA Paratransit (LINK) Service

County Connection LINK is an ADA complementary paratransit service that currently operates within the entire service area of the fixed route system. County Connection LINK is an Americans with Disabilities Act (ADA) service. Any applicants for the County Connection LINK must be found to be ADA eligible to participate in the program.

The LINK service is provided from:

4:33 a.m. to 11:20 p.m. Monday through Friday

6:50 a.m. to 10:29 p.m. Saturday & Sunday (limited service)

LINK observes six (6) holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Service does not operate on these days. However, reservationists are required to be on duty to reserve trips for those who wish to travel on the day following a Holiday observed by LINK. Reservations for LINK transportation are taken from 8:00 a.m. to 5:00 p.m. seven days a week, including holidays. Trips can be booked up to two days in advance. Same day trips are provided subject to availability. About 60% of the service is currently subscription scheduled.

The fares for all passenger trips are \$4.00 each way. These fares are collected by the LINK operators and deposited into a County Connection account. LINK riders may also pay for their trips by depositing money into a prepaid account. The fare is then automatically deducted when they ride. The contractor maintains records of riders with pre-paid accounts. The contractor also prepares invoices to and sends bills to those agencies/programs who reimburse for their passenger trips. In FY12, County Connection LINK operated 95,514 service hours and in FY13 operated 92,712 revenue hours. Although ridership and consequently service hours has been flat over the last three years County Connection anticipates modest growth beginning FY14 of less than 2%.

B. BART ADA Paratransit Service

County Connection provides paratransit service in central Contra Costa County for BART. This is a strict ADA paratransit service and is offered for those traveling from a location $\frac{3}{4}$ of a mile from a BART station to a location $\frac{3}{4}$ of a mile from a BART station. The hours of operation for this service are the same as BART hours. These hours are:

4:00 a.m. to 12:00 a.m. Monday through Friday

6:00 a.m. to 12:00 a.m. Saturday

6:30 a.m. to 12:00 a.m. Sunday

BART ADA service runs 365 days a year. According to the contract between BART and County Connection there must be at least one reservationist, dispatcher and mechanic on duty for all hours and days of BART ADA service.

The cost of a BART ADA trip is dependent on the length of the trip and can be anywhere from \$2.00 to \$6.00 per one-way trip. All BART ADA fares are determined by BART and based on actual BART fares.

A BART ADA trip is defined as any trip that begins and ends within $\frac{3}{4}$ mile of a BART station and is provided during hours when County Connection fixed route service (and hence LINK service) does not operate.

In FY13, the BART ADA service operated for approximately 1,200 hours of service and in FY 11 operated for 1,300 service hours. Although the BART ADA service has seen a decline similar to the LINK service County Connection anticipates about a 2% growth in FY14 over FY13.

C. Other Non-ADA Services

In addition to ADA Paratransit services as previously listed, the County Connection requires the winning Contractor to provide several non-paratransit services to partners within the community. Currently three separate services exist; Route 250 to Saint Mary's College, Route 260 to California State East Bay, Alamo Creek flex-route. In addition to the three scheduled services, County Connection requires other short term Special Transportation services to be provided on an ad hoc basis as long as it does not interfere with the existing paratransit and non-paratransit programs. It is important to note that non-ADA services tend to be dynamic and subject to change as the needs within the community evolve. Existing services may be discontinued and new services may be required across the span of a typical contract.

1. Saint Mary's College (Route 250):

Route 250 operates during the Saint Mary's College school year only and is subject to change according to the agreement between Saint Mary's and County Connection. Service is free to St. Mary's students who must show a valid ID card, all other passengers pay the current County Connection fixed route fare. Although the St. Mary's shuttle is a fixed route with established bus stops, it does allow for flag stops along the existing route and more importantly may flex off the main route in very limited ways upon request. Please refer to Attachment I for more detailed information. Typically the St. Mary's shuttle begins during the last week of August and ends in the last week of May. The route generates 30 hours of platform and approximately 375 vehicle miles per week. Currently the shuttle is in revenue service Thursdays and Fridays from 9:20pm to 1:25am and Saturdays and Sundays from 6:20pm to 1:25am.

2. California State University East Bay (Route 260):

Route 260 is another shuttle dedicated to a University and only operates during the school year and is subject to change in accordance to the agreement between County Connection and California State East Bay. Students, faculty and staff of California State East Bay ride free with a valid Id while the general public is required to pay the current fixed route fare. The route generally begins during the last week of September and ends in the second week of June. Route 260 is a fixed route providing service from Concord BART to California State East Bay campus in Concord and operates Monday through Thursday from 7:40am to 10:30pm. Route 260 generates fifty (50) hours of platform and 608 miles per week of service. For more detailed information please refer to Attachment II.

3. Alamo Creek -Demand Responsive Flex Route:

The Alamo Creek Shuttle provides same day and advance reservations and is tailored to meet the needs of the Alamo Creek, Monterosso, and Ponderosa Colony community (the CSA). The taxi type service is flexible and can be utilized by everyone within the defined community; students, commuters, and seniors. Once outside the community the route becomes fixed and travels along the 680 corridor to the Danville Park and Ride lot and then to the Walnut Creek BART station. The shuttle is a peak period service

operating from 6:00 am to 9:00 am and from 4:00 pm to 7:00 pm on weekdays for a total weekly platform of 50 hours.

4. Special Transportation Services:

In addition to the three previously defined fixed route services the winning contractor may from time to time, upon receiving specific written authorization from County Connection, provide special transportation services. This authorization may be given provided that such special services are determined by County Connection to be in the public interest, do not interfere with the operation of County Connection LINK, BART ADA or the other fixed routes as defined in this RFP and if such services are in compliance with all applicable federal and state statutes. CONTRACTOR shall be entitled to compensation for such services at the specified rate for out-of-contract service listed by CONTRACTOR in its proposal

5. Concord Police Department Special Requests:

The City of Concord police department has contracted with County Connection for the transportation of non-ambulatory individuals under arrest. This is a rare occurrence typically resulting in one to two requests per year. The winning CONTRACTOR will be required to provide such transportation upon request.

III. County Connection Responsibilities

A. Management

Under direction of the General Manager the Director of Transportation is responsible for administering the contract including the monitoring and evaluation of service quality and approval of all invoices. Day to day communications regarding the contract performance shall be between the Contractors Project Manager and the Director of Transportation.

B. System Planning, Design and Administration

County Connection shall be responsible for system design of all services and the scheduling of all Non-Paratransit services, setting of fare levels and transfer policies, productivity analysis as well as marketing and promotion. The Contractor will be expected to provide input to assist the County Connection in making determinations on these matters as requested. This assistance shall be included in Contractors fixed rate quoted in its cost proposal, and no additional charges will be permitted.

C. Adjustment to Service

Any adjustments to service shall be a prerogative of County Connection. However, County Connection expects to work closely with the CONTRACTOR on such modification in order to provide efficient and responsive service. No operational change that affects service, scheduling, hours of operation, response times, or any other characteristics of the County Connection transit systems shall be made by the CONTRACTOR without the approval of County Connection. County Connection may modify the service area for fiscal, jurisdictional, geographic, coordination or passenger travel pattern reasons. Modifications made may affect up to twenty (20) percent of the specified vehicle service hours (based on annual vehicle service hours for all paratransit services provided under this contract) without changing the fixed monthly rate of the vehicle service hour rate set forth on the Proposal or any other term or condition of the contract. County Connection will notify the CONTRACTOR thirty (30) days in advance of any major service changes. It would be expected that agreements regarding minor service changes in a shorter time would be possible through cooperative efforts of County Connection and the CONTRACTOR. County Connection reserves the right to pursue methodologies for service redesign at its sole discretion at any time during the duration of this contract. Service redesign could include a larger or smaller role for the CONTRACTOR during the course of the contract.

D. Coordination

The CONTRACTOR will cooperate with County Connection and with various governmental agencies to ensure that effective coordination is achieved among all public transportation services provided in the County Connection service area. The CONTRACTOR shall designate key staff as contact personnel to assure ongoing communication with neighboring operators.

E. Advertising and Promotion

County Connection shall be responsible to prepare, place, schedule and pay for all advertising and promotional materials designed to inform patrons of service operations and to promote ridership. Additionally County Connection shall provide the Contractor all schedules, passes, tickets and like materials required to effectively operate the service as defined by this RFP. Contractor shall distribute and disseminate such materials in accordance with the provisions of this RFP and any directions supplemental thereto provided by County Connection.

F. ADA Eligibility

County Connection is responsible for determining ADA certifications, disseminating certification information to the region and maintaining an ADA paratransit eligibility database. County Connection will provide regular updates of ADA eligible passengers to the contractors to ensure trips are provided to the public in an appropriate manner.

G. Facilities and Equipment

County Connection shall provide the CONTRACTOR with facilities sufficient to reasonably house dispatching, operator support, administrative support and maintenance activities. Additionally, telecommunication equipment, radio communication equipment, basic office furniture as well as major tools and supportive equipment will be provided for contractor use. Please refer to Attachment IV for a detailed description and list of provided equipment. CONTRACTOR may also use the existing on-site bus wash facilities in coordination with the fixed maintenance department. It is important to note the County Connection does not have fueling facilities capable of providing fuel for any vehicle dedicated to services defined by this RFP. Facilities to be provided to Contractor are located at 2477 Arnold Industrial Way., Concord CA.

H. Provision of Revenue Vehicles & Vehicle Replacement

County Connection shall provide the Contractor with sufficient vehicles in good condition to reasonably provide all transportation services as described by this RFP. Please refer to Attachment III for a complete vehicle list. Provided vehicles shall be used only for activities directly related to County Connection transportation services unless otherwise authorized.

I. Service Monitoring

County Connection reserves the right to use County Connection staff and/or third-party services to monitor service quality without notice to CONTRACTOR.

IV. Contractor Duties and Responsibilities

A. General duties

The CONTRACTOR shall be responsible for the operation of County Connection LINK, fixed and Special services as defined by this RFP including the maintenance of all related equipment and vehicles. Contractor shall maintain all vehicles, provide operators and all project personnel, train personnel as necessary, develop administrative procedures, keep financial records, and develop methods to improve effectiveness and maximize service efficiency. The Contractor will be expected to provide other additional service requested by County Connection, which may include service requested by member cities or County. This service shall be paid at the hourly rate of service provided in the proposal.

Contractor is responsible for scheduling and dispatching of all services under this contract. CONTRACTOR will obtain and provide all required State and local permits and ensure that all drivers are properly licensed for the service they are providing. CONTRACTOR must also have all applicable State and local business licenses or procure same, thirty (30) days prior to the start of service. County Connection will provide for vehicle licenses and registration. CONTRACTOR will be responsible for payment of smog certifications. CONTRACTOR shall manage service in accordance with the guidelines and parameters established herein and the attachments hereto. CONTRACTOR is responsible for collection of all transfers and fares and proper accounting of deposits in accordance with County Connection policies, as may be amended.

B. Personnel Requirements

The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described in the RFP or any reasonable performance standard established by County Connection. CONTRACTOR shall have a personnel program, which includes recruitment, hiring, training, and performance reviews. CONTRACTOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check, criminal record checks and physical examination sufficient to meet applicable requirements for all services.

The CONTRACTOR shall be solely responsible for payment of all employees and/or subcontractor's wages and benefits, in accordance with the payment schedules established for this project. CONTRACTOR'S personnel wages and work hours shall be in accord with the local, County, State and Federal regulations affecting such personnel.

Without any expense to County Connection the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The CONTRACTOR shall hold harmless and defend County Connection from any liability, damages, claims, costs, and expenses of any nature arising from violations of personnel practices, applicable local, state and federal laws related to labor and employment, and any applicable labor agreements.

CONTRACTOR shall remove any personnel provided for County Connection services on demand, for cause, by County Connection, and CONTRACTOR shall be fully responsible for any liability or damages arising from the wrongful acts or omissions of its employees. CONTRACTOR shall screen all applicants for employment and forward pertinent personnel information on potential new van operator and mechanic hires to County Connection for screening prior to an offer of employment. CONTRACTOR shall provide County Connection Human Resources department with all new hire information for review. Notwithstanding the foregoing, all such personnel will be employees of CONTRACTOR, and CONTRACTOR will be solely responsible for payment of their wages, benefits and all other obligations that may be owed to its employees, whether derived from statute, regulation or agreement, both during and subsequent to the term of the Contract.

C. Required Key Management Positions

Subject to the approval of County Connection, the CONTRACTOR shall designate three key staff positions to appropriately manage all services defined by this RFP; a Project Manager, an Operations Assistant Manager and a Maintenance Manager. The three key positions shall be assigned on a full time basis and work solely on the County Connection contract unless otherwise agreed upon by County Connection. CONTRACTOR may not remove or reassign key staff without County Connection approval. County Connection shall retain the right of refusal or any new hire or reassigned project management personnel. It is County Connection's desire to retain the existing Project Manager and Maintenance Manager of the current contractor to the extent that they are willing to accept employment with any new CONTRACTOR. The personnel selected to fill the key positions are expected to be available for the entire contract period on a full time basis.

1. Project Manager

The Project Manager must have a minimum of five years of experience in public transportation operations or similar industry, including three years supervisory experience. The Project Manager will provide both on-line supervision and the management of the project's accounts and operating records and will report directly to and coordinate closely with the County Connection Director of Transportation. The Project Manager or designee in his/her absence shall be available by telephone or in person during all hours that services are provided to make decisions or provide coordination as necessary at the request of the County Connection. County Connection shall have the right to demand replacement, for cause, of the Project Manager upon six weeks notice. Should the Project Manager leave the contract, the resume and qualifications of the proposed replacement shall be submitted to County Connection for approval as soon as possible. County Connection shall have up to ten (10) working days following the receipt of these documents to respond to CONTRACTOR concerning acceptance of the candidate(s). The candidate(s) may receive an oral interview by County Connection staff. If an acceptable replacement is not found by the time the Project Manager had departed, CONTRACTOR shall assign a senior management member, or other supervisor approved by County Connection to serve as interim Project Manager until a suitable permanent replacement is found. If contractor is unable to locate a suitable replacement within four weeks of the Project Managers departure, County Connection will deduct from the subsequent invoice the estimated prorated value for that month of the Project Managers monthly salary.

The responsibilities of the Project Manager shall include but not be limited to the following:

- Scheduling of all regularly assigned project personnel and vehicles
- Arranging the assignment of back-up personnel and vehicles
- Distribution and/or collection of daily operating reports, transfer trips and fares
- Personal, unscheduled, periodic inspection of vehicles
- Preparation of monthly reports from the daily operational data and insuring the validity of all reports
- Maintenance of project accounts
- Preparation of monthly invoices which will document all charges
- Immediate responsibility for any operational problems and/or passenger complaints, and accurately reporting of these problems to the County Connection Director of Administration in a timely manner

The Contractor shall have at least two individuals available to fill in and "stand in the shoes" of the Project Manager on short notice when the Project Manager is not going to be available (i.e. on vacation, out sick, out on emergency, attending meeting/seminars, etc.) These individuals must be familiar with the County Connection contract and the services provided under that contract.

The CONTRACTOR must submit the identity of these two individuals in writing for County Connection approval. The written submission of the fill in personnel must include complete resumes as well as descriptions of their knowledge and familiarity of the County Connection contract and the four services.

2. Operations Assistant Manager

CONTRACTOR shall designate an Operations Assistant Manager to assist the Project Manager in carrying out all activities related to operations. The Operations Assistant Manager shall be expected to directly supervise the dispatch and scheduling operations. Any new Operations Assistant Manager's appointment is subject to County Connection approval.

3. Maintenance Manager

The Maintenance Manager is subject to County Connection approval and shall have a minimum of three years journeyman level experience including air conditioning systems and wheelchair lifts, as well as experience in directing the work of other maintenance personnel.

4. Dispatchers

Dispatch personnel shall be adequately trained to handle all incoming telephone calls and to promptly dispatch the necessary vehicles. Dispatch personnel shall be trained as to the special needs of seniors and individuals with disabilities and shall respond to requests for service with both sensitivity and efficiency. Dispatch personnel shall be computer literate and able to use state-of-the-art computerized dispatching and scheduling software programs and systems. Dispatch personnel shall be proficient in professional technique, radio protocol and in cooperative approaches with drivers and passengers. Dispatch personnel shall be proficient in maintaining radio control with all vehicles in service and for maintaining a daily dispatch log. CONTRACTOR shall designate a lead dispatcher with a minimum of two (2) years experience. Lead dispatcher may be counted toward minimum coverage requirement of one dispatcher during all service hours. CONTRACTOR shall provide an adequate number of persons to staff the dispatching and scheduling functions in a manner that is efficient, cost effective and keeping with the overall goals and requirements of the RFP.

5. Road Supervision

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service. County Connection shall request that the CONTRACTOR provide additional road supervision if County Connection determines that a given situation warrants it. County Connection shall consult with the CONTRACTOR'S Project Manager before making such a request.

6. Vehicle Operators

Vehicle operators must have a valid California Class B driver's license and medical examination certificate, as well as any other licenses and or certifications required by applicable federal, state, and local regulations. A vehicle operator who does not pass the medical examination shall not be permitted to operate a vehicle for any service described by this RFP. Additionally operators shall be provided with current maps and/or GPS technology to insure the ability to quickly and efficiently navigate the County Connection service area.

Operators shall leave their seats to assist all passengers, giving special attention to those who have difficulty negotiating the steps of the vehicle. Regularly assigned operators or trained back-up operators shall be available and on time daily to insure consistent and reliable service. Operators shall maintain in their vehicle an adequate supply of information regarding the various applicable services that County Connection provides. They may also be periodically requested to hand out notices to passengers or otherwise render assistance in County Connection required monitoring functions. Operators shall be in uniform at all times while on duty. Uniforms shall be supplied by CONTRACTOR and be acceptable to County Connection. Uniform shall include shirt/blouse, pants and jackets. Operators shall wear nametags clearly displaying their names while performing their duties. Only County Connection approved headwear shall be worn while on duty. Each operator shall have an accurate timepiece available and in clear sight at all times during vehicle operation in order to maintain scheduling efficiency.

Each operator shall complete a Daily Vehicle Inspection Report as established by the CONTRACTOR and approved by County Connection.

Operators shall record ridership counts by passenger category and complete trips sheets and driver's logs and/or manifests according to procedures approved by County Connection. Operators performing service for Routes 250, 260 and the Alamo Creek Shuttle shall fill out passenger trip cards in accordance to County Connection procedures. All operator records described in this paragraph shall be turned in to the Project Manager immediately upon the completion of each day's service. All documents shall bear the signature or initials of the operator.

Operators shall maintain their vehicle in a clean and neat manner at all times.

Operators are required to collect the applicable fare, pass or transfer from all passengers and follow all handling procedures in accordance with County Connection policy.

7. Mechanics

CONTRACTOR shall provide the services of at least three (3) qualified Mechanics and one Maintenance Manager. The Maintenance Manager may serve as the lead mechanic. The Maintenance Manager shall report directly to the Project Manager. There must be a mechanic physically on duty at all times when there are LINK vehicles on the road.

8. Employee Retention/Replacement

In order to insure continuity of service and minimize the impact to customers, County Connection expects the CONTRACTOR to retain all existing qualified personnel. CONTRACTOR may not replace existing key management positions (Project Manager, Operations Assistant Manager and Maintenance Manager) without the express written approval of County Connection.

D. Drug & Alcohol Program

The CONTRACTOR will to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of California, or the County Connection to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR shall certify annually its compliance with Parts 653 and 654 and to submit the Management Information System reports before March 15 to the County Connection. 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.

E. Training

1. Operator Training

Operators providing services as defined by this RFP shall be trained in all operational procedures including but not limited to the following:

- the special skills (including applicable sensitivity training) required to provide transportation to seniors and individuals with disabilities
- defensive driving and vehicle handling
- The operation of all types of vehicles, wheelchair lifts and securement systems, and other equipment, which may be expected to be used in County Connection paratransit or fixed route services
- Annual documented refresher instruction

Drivers shall assist passengers who use wheelchairs and other mobility devices in boarding and shall be trained in the correct procedures to operate all securement devices.

2. Maintenance

Maintenance personnel shall include ASE certification training, manufacturer provided training, maintenance safety training and relevant environmental training.

Maintenance training programs shall receive sufficient training to remain current with all new vehicle equipment parts and components as well as emissions standards and regulations.

3. Dispatch

Dispatchers shall receive appropriate training in the efficient use of the Trapeze Pass scheduling software, Microsoft Office software, dispatching techniques, phone etiquette and a knowledge of the service area.

F. Maintenance

CONTRACTOR shall use County Connection paratransit facility and major maintenance tools, see Attachment 4, that are in place on June 30, 2014, to service, maintain and repair all County Connection vehicles required in connection with the operation of LINK, BART ADA, Route 250, Route 260 and the Alamo Creek Shuttle in a safe and operable condition at all times. All maintenance services provided shall be performed in accordance with manufactures recommended maintenance procedures as well as with applicable federal and state regulations. CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance tools (\$200 per tool and under), equipment and services required to fulfill these maintenance responsibilities.

CONTRACTOR shall acknowledge receipt of the vehicles listed in Attachment 3 and all vehicles subsequently added to the fleet and that said vehicles have been received in good condition and working order. CONTRACTOR shall acknowledge and update this vehicle list as needed when County Connection exercises its right to reassign any of these vehicles to other kinds of services not operated by the CONTRACTOR.

CONTRACTOR shall acknowledge receipt of the tools and equipment listed in Attachment IV and all tools and equipment subsequently added and that said tools and equipment have been received in good condition and working order.

CONTRACTOR shall conduct an annual audit and reconciliation of tools and equipment provided by County Connection. Upon termination of Agreement, CONTRACTOR shall return all County Connection owned vehicles, tools and equipment, with no deferred maintenance or damage, less reasonable wear and tear. CONTRACTOR shall, at its sole expense, repair or replace any County Connection vehicle, tool or equipment, which may be damaged, or lost by reason of collision, negligence, abuse, vandalism or other like cause. However, in no event shall CONTRACTOR'S liability exceed actual cash value of vehicle(s), tools and equipment so damaged.

CONTRACTOR shall perform daily vehicle servicing on all County Connection vehicles used in revenue service. Daily servicing will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check; farebox vault pulling replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects, reported by drivers to identify potential safety and reliability items, requiring immediate attention. CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for County Connection and the California Highway Patrol review.

All repairs to County Connection vehicles shall be performed by CONTRACTOR or by other vendors and suppliers subject to prior approval by County Connection. Repairs shall include, but not be limited to; work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. CONTRACTOR shall perform repair work expeditiously in response to identification of problems by drivers, other staff members or by County Connection. CONTRACTOR shall assure County Connection that required repairs should not be deferred beyond a reasonable time.

In the event that towing of any County Connection vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle downtime and ensure that peak vehicle requirements are met.

Vehicles utilized in service shall be safe for operations on public streets and freeways and meet all requirements in the California Vehicle Code for a bus. All parts of vehicles and all equipment mounted on or in vehicles shall conform to the California Vehicle Safety Standards, the California Administrative Code, Title 13 and the Americans With Disabilities Act (ADA). Particular attention shall be directed to CHP Motor Carrier Safety Regulations.

1. Preventive Maintenance Program

CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lesson warranty coverage of any County Connection vehicle or associated equipment. Preventive maintenance inspections and servicing shall occur not less than every 3,000 miles or forty-five days whichever is less.

Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferring maintenance where CONTRACTOR'S employees observe that maintenance is needed in advance of schedule.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of County Connection. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by County Connection. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources.

2. Tires

CONTRACTOR shall be responsible for the appropriate replacement of tires for all vehicles providing services defined by this RFP.

3. Body Work

CONTRACTOR shall use DBE certified Walker's Auto Body & Fleet Repair for all body work on vehicles used for services defined by this RFP. Using this maintenance contractor for such work supports County Connection in meeting FTA DBE goals as well as provides for economic savings through economies of scale.

4. Vehicle Fueling

CONTRACTOR is responsible for the purchase and fueling of all vehicles described in this RFP. All vehicles to be provided use unleaded gasoline. County Connection does not have a fueling facility capable of storing or dispensing unleaded gasoline requiring the CONTRACTOR to locate an off-site facility for fueling.

CONTRACTOR shall purchase fuel required for the operation of all County Connection vehicles using a system that accurately records purchase of all fuel by CONTRACTOR for billing purposes and that will allow County Connection to reconcile all fuel transactions by date and vehicle number. Additionally, CONTRACTOR shall detail in monthly invoices total gallons dispensed by program (i.e. LINK, Route 250, Route 260...) including miles per gallon for each vehicle.

The current contractor uses a DBE qualified vendor for the provision of fuel. It is important for the winning CONTRACTOR and County Connection work together as partners in order to meet DBE goals recommended by FTA since County Connection is a recipient of federal funds including the use of such funds for services as defined by this RFP. County Connection does not require fuel to be used as the mechanism to meet DBE goals and would seek input from the CONTRACTOR on other creative ways to meet required targets.

5. Environmental Compliance

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

"Hazardous Substance(s)" means any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.

In performing maintenance obligations defined by this RFP, CONTRACTOR shall be responsible for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. CONTRACTOR shall only dispose of such materials at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that CONTRACTOR engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, CONTRACTOR shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. CONTRACTOR shall maintain procedures for its employees and any subcontractors who handle Hazardous Substances and shall retain records regarding compliance with the responsibilities contained herein.

6. Vehicle Washing

CONTRACTOR shall make use of the County Connection vehicle wash system for exterior washing of vehicles. In the event that the vehicle wash system is non-operable or not available, CONTRACTOR must maintain a back-up plan for the exterior cleaning of the vehicles, which includes certification of the method and/or subcontractor captures and recycles wastewater, soaps, and contaminants. CONTRACTOR shall maintain an up to date record of all washings and major cleanings. Said records shall be made available to County Connection upon request. Vehicle may be removed from service by County Connection for unacceptable appearance.

CONTRACTOR shall maintain County Connection vehicles in a clean and neat condition at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Unless otherwise approved by County Connection, there are to be no advertisements, posters, stickers or other unauthorized materials placed on vehicles. 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 once per week, including all windows, seats, floors, 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 repaired immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month or more often if necessary. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility. Exteriors of all 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 van 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.

7. Warranty Work

CONTRACTOR shall be familiar with vehicle and equipment warranties and shall comply with all warranty provisions in the conduct of its maintenance functions. At the end of the contract period, CONTRACTOR shall warrant the vehicles to have been properly serviced, maintained and in good repair, except for normal wear and tear.

County Connection may have an inspection of the vehicle performed by an independent party. The cost of all repairs identified in said inspection shall be deducted from the CONTRACTOR'S final payment.

8. Maintenance Audit

If CONTRACTOR receives an unsatisfactory rating from CHP, CONTRACTOR shall so notify County Connection by telephone and in writing immediately (email is acceptable) and state the steps, which will be taken to correct the deficiency(s). Should CONTRACTOR or any service vehicle be shut down by an agency in authority, including County Connection, as a result of an unsatisfactory rating by CHP, the vehicles shut down shall not operate and \$200.00 a day per vehicle in liquidated damages shall be assessed until a satisfactory inspection report is obtained. If the vehicle is shut down by CHP due to a defect, which the County Connection agrees was due to manufacture; the liquidated damages shall not apply.

County Connection reserves the right in its sole discretion to review maintenance records of, inspect and reject temporarily or permanently, by notice to CONTRACTOR, any vehicle CONTRACTOR uses which County Connection deems unacceptable. In the event any revenue vehicle is rejected temporarily by County Connection as a result of deficient vehicle condition or appearance, \$200.00 a day per vehicle in liquidated damages shall be assessed until the condition is corrected satisfactorily to County Connection.

Each vehicle is required to be inspected at least annually by CHP. Results of said inspections shall be transmitted to County Connection and any applicable signed certification shall be displayed or carried on the vehicles.

G. Fares, Deposits and Transfer Policy

Fares and transfer fares shall be determined by County Connection for all services. Operators will be required to honor special passes, collect, cancel and/or validate passes and tickets, issue and collect transfers as determined by County Connection. CONTRACTOR shall assure each patron pays the appropriate fare prior to being provided transportation service. Operators will, when requested by County Connection, hand out notices to passengers or otherwise render assistance regarding customer relations, promotion, monitoring, and supervisory functions. All fares collected shall be the property of the County Connection. All fares and transfer slips shall be emptied from the farebox daily by the operator, recorded daily and reported to County Connection.

County Connection reserves the right to periodically audit and inspect the CONTRACTOR'S fareboxes and vaults as well as fare collection process without prior notice. CONTRACTOR shall establish a fare collection/accounting procedure including control and security measures subject to approval by County Connection. CONTRACTOR shall, in accordance with a procedure approved by County Connection, account for revenues collected on County Connection vehicles and deposit them into local bank accounts designated by County Connection for that purpose. CONTRACTOR will be expected to keep separate deposit records for each of the services provided.

CONTRACTOR shall faithfully deposit farebox revenues into County Connection's accounts no later than forty-eight (48) hours following the collection of the fare revenues. CONTRACTOR shall bill agencies for fares charged for agency sponsored trips on County Connection LINK and shall collect fares for these trips with a procedure approved by County Connection. These fares shall be deposited in the same account designated by County Connection for County Connection LINK fares and within forty-eight (48) hours of the CONTRACTOR receiving said fares. County Connection has a prepaid account policy, which allows riders to pay in advance for their trips. CONTRACTOR shall follow procedures designed and provided for by County Connection to maintain these accounts including mailing notices to riders that have fallen into arrears, and enforcement of cash only rides to those who have a history of bad checks or non-payment of accounts fallen into arrears.

H. Software and Technology

County Connection will supply the CONTRACTOR with all hardware and software necessary to use Trapeze® Version 11 currently being used for LINK trip scheduling. CONTRACTOR shall be responsible for proper use of software resulting in efficient scheduling, dispatching and reporting of all services defined by this RFP. In addition to scheduling/dispatch software, County Connection will provide Microsoft Office, internet access and other necessary desktop software to Contract employees. County Connection will provide eleven (11) networked workstations for CONTRACTOR use. The CONTRACTOR is responsible for any and all training required for contract employees to effectively use provided computer equipment and software. CONTRACTOR shall be responsible for the annual maintenance fee associated with the Trapeze® Pass software and should be considered a component of overhead expense. County Connection shall provide radio communication equipment, currently Nextel cell phones, for the purpose of providing communications between the dispatch center and County Connection vehicles. CONTRACTOR shall be responsible for proper maintenance and/or replacement of damaged equipment.

County Connection intends to equip all service vehicles with Mobile Data Terminals (MDTs) for the purpose of transmitting assigned trip data directly to operators. The intention is to minimize the dependence on paper manifests and provide for opportunities to continuously improve a given days schedule and improve overall efficiency and on-time performance. Additionally, County Connection anticipates the addition of the MDTs will enhance data recovery and accuracy providing a clearer picture regarding CONTRACTOR performance.

I. Emergency Management

County Connection is partner in the Bay Area region emergency management program for the purpose of providing disaster mitigation services to the region. Additionally County Connection is a member jurisdiction of the National Incident Management system (NIMS) and the State Emergency Management System (SEMS). In order to remain relevant to the regions mitigation strategies it is imperative for County Connection to participate in large scale exercises designed to improve disaster responses. The CONTRACTOR project staff will be required to participate in the program and provide their skills and abilities in mitigating the effects of disasters to ADA qualified individuals.

J. Records/Management & System Reports

CONTRACTOR shall maintain all books, records, documents, accounting ledgers and similar materials relating to work performed for County Connection under this Agreement on file consistent with County Connection records retention policy following the date of final payment to CONTRACTOR by County Connection. The above records retention requirement shall include daily driver's logs, route manifests, trip tickets, as well as all other books, records and documents. Any duly authorized representatives of County Connection, and any of its grantors, shall have access to such records for the purpose of inspection, audit and copying at reasonable times during CONTRACTOR'S usual and customary business hours. All project records prepared by the CONTRACTOR shall be owned by County Connection and shall be made available to the County Connection at no additional charge. Summary reports shall be provided monthly to the County Connection Director of Transportation. Said monthly reports shall be received no later than the 15th calendar day of the following month. The format to be used for operating reports and monthly summaries shall be developed by the CONTRACTOR and approved by the Director of Transportation for County Connection.

1. Service performance

CONTRACTOR shall collect record and report to County Connection relevant operational data in a format to be approved by County Connection on a monthly basis. Monthly reports are required within (15) calendar days after the end of the operating month in order to receive reimbursement for the prior month's service. Operational data for LINK service shall include at a minimum the following information:

- Actual count of all passengers by fare category (Passengers, Personal Care Attendant, Guest), and program (LINK, Route 250, Route 260, Alamo Creek)
- Passengers per revenue hour, service hour, revenue mile and service mile
- Vehicle miles listed by service miles, deadhead miles and revenue miles
- Vehicles miles and revenue miles by: Weekdays, Saturday and Sunday
- Vehicle hours listed by service hour, revenue hours and non-revenue hours
- Service hours and revenue hours by; Weekdays, Saturday and Sunday
- Fares collected (listed by farebox, pre-paid accounts and agency billing)
- No Shows
- Cancellations
- Number of Denials by category
- Fuel invoice, and fuel charges for LINK service
- Maintenance summary by vehicle
- Wheelchair lift availability
- Wheelchair boardings, including quarterly sample of all lift deployments for ambulatory passengers
- Road calls
- Vehicle accidents (chargeable and non-chargeable)
- Passenger incidents
- Summary of service complaints
- Unduplicated passengers
- On-time performance
- Number of Transfer Trips
- Average trip distance

- Number of standing trips
- Number of demand trips
- Number of same day trips
- Number of check rides/road observations

Additionally contractor shall maintain daily driver manifests. The manifest do not have to be turned in to the County Connection be must be made available upon request at any time. Manifest shall include at a minimum the following information:

- Driver name and vehicle number
- Passenger pick-up and drop-off times and locations
- Mileage recorded for each passenger pick-up and drop-off as well as daily mileage by vehicle, including mileage leaving from and at return to base
- All pertinent passenger information in regard to same day trips

Dispatcher logs shall be maintained daily and shall include but not be limited to the following information:

- Dispatcher on Duty, time on Duty, and subsequent shift change information about who is on duty throughout the service day
- Any and all accident/incident information, which occurred during the day. Include all pertinent information, i.e. time of accident/incident, vehicle and driver information, whether or not there were injuries, whether or not the police were called, etc.
- Any and all information regarding unusual circumstances involving transfer trips, passenger behavior, communications with passenger family or program personnel, difficulties locating passengers, etc.
- Information regarding complaints from riders including name of caller and nature of complaint. Include the CSF (Customer Service Form) number as entered into the database
- Record of callers cancelling rides for the current day, including time of call
- Monthly totals of the operating data, documenting any discrepancies in the reported number of passengers carried and the amount of fares and transfer slips collected by the operator
- Daily operators and dispatcher logs as relevant back-up information to the monthly summary report
- The Project Manager shall also document operational problems or passenger complaints and describe any action taken regarding the problems
- Passenger complaints related to safety or serious operational deficiencies shall be reported to COUNTY CONNECTION no later than the next working day following CONTRACTOR'S receipt of complaint.

Reports for the BART ADA service shall be provided monthly include at a minimum the following information:

- Actual count of all passengers by fare category (Passengers, Personal Care Attendant, Guest)
- Passengers per revenue hour, service hour, revenue mile and service mile
- Total ridership
- Total service days
- Total vehicle service miles
- Total vehicle service hours
- Fares collected
- Schedule adherence
- No shows
- Cancelations
- Wheelchair lift availability
- Wheelchair boardings
- Average trip length
- Fuel usage by gallons and cost

2. Maintenance Records

Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of County Connection to enable it to accurately evaluate CONTRACTOR'S maintenance performance and operating expense associated with various County Connection vehicles and equipment.

Records of all maintenance and inspections shall be made available to County Connection, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested.

CONTRACTOR shall prepare maintenance records and reports in a form and according to a schedule approved by County Connection. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklists.
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Roadcall reports or work orders, for each roadcall, identifying date and time, vehicle number, problem and mileage of vehicle.
- Monthly summary listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance inspection, vehicle repairs and costs, vehicle fuel and lubricants consumption and vehicle roadcalls.

- Semiannual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance cost and cost per mile; total roadcalls and miles per roadcalls; major component overhauls, rebuilds and replacements by vehicle; and CONTRACTOR'S summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

3. Financial records

CONTRACTOR shall maintain financial records in keeping within current accepted accounting standards. All financial record related to any services provided to County Connection described by this RFP shall be made available for inspection/audit at any time.

All costs incurred in connection with this project and any relevant financial records and documents shall be recorded in accounts separate from those used for other business activities and in conformance with the guidelines of the County Connection. The Project Manager shall submit a monthly invoice to the Director of Transportation of County Connection for the services rendered during the reporting period. The invoice shall follow a format provided by the CONTRACTOR and approved by the Director of Transportation. A separate invoice shall be submitted for each of the four services and for fuel, which will include all of the services broken down by service type, LINK and BART ADA. For Route 250, 260 and Alamo Creek the invoices shall include the total hourly combined operating, administrative, and fuel cost rate. The invoices shall be prepared in such a form and supported by such copies of invoices, payrolls, and other documents as may be required by the Director of Transportation of the County connection to establish that the amounts are allowable and in accordance with the cost proposal. All invoices and related records will be available for inspection and/or independent audit at the election of County Connection.

4. National Transit Database (NTD) Records/Reporting

It shall be the responsibility of the CONTRACTOR to collect and properly report FTA Section 15 (National Transit Database) data and other pertinent ridership information. FTA Section 15 requirements entail a high level of financial and operational data sampling (approximately one per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three years following final payment and may be audited by COUNTY CONNECTION and/or FTA at any time within this period.

V. Service/Maintenance Standards

CONTRACTOR shall strive at all times to provide service in a manner, which will maximize productivity and at the same time maximize customer service. Recognizing that the goals of productivity and customer service level may conflict, this RFP includes specific service standards that are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with expectations that the CONTRACTOR will always perform at its highest level.

CONTRACTOR and County Connection shall periodically meet to evaluate performance of the LINK service based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by County Connection. Should it be found that CONTRACTOR’S performance has contributed to CONTRACTOR’S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by County Connection to correct deficiencies in performance. Should deficiencies persist, County Connection may take whatever additional action is required, including termination of the contract.

Performance Criteria	Acceptable Monthly Minimum
Passenger trips/ Revenue Vehicle Hour	2.00
Schedule Adherence	90%
Chargeable Accidents/100,000 Miles	0.5
Road Calls/ 100,000 Miles	5.0
Wheelchair Lift Availability	100%
Customer Complaints/100,000 Miles	2
Service Denials/Month	0
Ratio of Revenue hours to Service Hours	83%

VI. Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and the County Connection vehicles and equipment are maintained at the highest possible level. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements. CONTRACTOR shall develop, implement and maintain a formal safety program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR’S insurance carrier or other organization. CONTRACTOR will require all drivers, dispatch and scheduling personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program. CONTRACTOR shall provide an outline of said Safety Program with its proposal and include periodic updates to County Connection throughout the term of the contract.

VII. Accident & Incident Procedures

CONTRACTOR shall develop, implement and maintain formal procedures, approved by County Connection, to respond to accidents, incidents and service interruptions. 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 vehicles in service, and paratransit vehicles operating more than sixty minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to local Police Department or Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The COUNTY CONNECTION Director of Administration shall be notified as soon as possible, and no later than within eight (8) hours by the CONTRACTOR of any accident or incident resulting in loss or damage to COUNTY CONNECTION property. In cases involving injury, CONTRACTOR shall notify COUNTY CONNECTION Director of Administration immediately upon receipt by CONTRACTOR of such information. A complete written report of any accident shall be delivered to the COUNTY CONNECTION Director of Administration within twenty-four (24) hours following the accident.

Damaged vehicles due to accidents shall be promptly removed from service and repaired by the CONTRACTOR. All vehicle damage resulting from an accident is the sole responsibility of the CONTRACTOR and repairs must be consistent with the manufacturers repair standards.

VIII. Customer Complaint/Commendation Procedure

County Connection Customer Service Staff shall be the primary point of contact to receive complaints and accept commendations, suggestions and recommendations regarding all services provided by the CONTRACTOR. Customer Service Forms (CSF's) entered into the CSF database by County Connection staff shall be flagged "LINK", and it is the responsibility of the CONTRACTOR to routinely check the database and provide prompt response and action. The CONTRACTOR shall investigate, respond and update the database forms as soon as possible, but no later than ten (10) working days from receipt of complaint. Should the CONTRACTOR'S personnel, in the course of their daily work, receive complaints, suggestions and recommendations regarding the services, this information shall be entered into the CSF database as a new complaint immediately and submitted to Customer Service within two (2) working days and the CONTRACTOR'S response/action sent as soon as possible, but no later than ten (10) working days to the CCCTA's Customer Service Office.

IX. Service Transition/Start Up

Proposals shall submit a transition plan and a schedule setting forth the sequence of events and associated requirements proposed to be undertaken from the point of contract award through the first month of system operations. The timeline must demonstrate how the transition to a different provider will be accomplished with no disruption to existing County Connection service. Additionally, it is the desire of COUNTY CONNECTION that to the extent possible, current drivers and staff not experience a diminishment in wages, benefits or working conditions. In the event an existing employee is let go in the first six months of operation, justification will be required to County Connection for their dismissal.

X. Indemnification and Insurance Requirements

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

A. Indemnification

CONTRACTOR shall defend, indemnify and save harmless the County Connection, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorney fees and other costs of defense incurred by County Connection, whether for damage to or loss of property, or injury to or death of person, including properties of County Connection, arising out of or alleging to arise out of, or resulting from or in any way connected with this Agreement or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of County Connection.

B. Comprehensive Liability

Comprehensive General Liability Insurance with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name County Connection as insured; (2) be primary with respect to any insurance or self-insurance programs maintained by the County Connection; and (3) contain standard cross liability provisions.

C. Automotive Liability Insurance

Commercial Automobile Liability Insurance with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5,000 per occurrence, (4) name County Connection; (5) be primary for all purposes; and, (6) contain standard cross liability provisions.

D. Collision and Comprehensive Insurance

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

E. Workers Compensation

Workers Compensation Insurance with statutory limits, and Employers 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 Worker's 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 performance of the work of this Agreement.

F. General Provisions

All insurance shall contain the following provisions:

1. Coverage shall be on an "occurrence" basis
2. 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.
3. The Liability policy must cover personal injury as well as bodily injury.
4. The Liability policy shall include a cross-liability or severability of interest endorsement.
5. Broad form property damage liability must be afforded.
6. CONTRACTOR shall include all subcontractors as insured 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.
8. Policies shall name County Connection and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance affected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to County Connection and signed copies of the specified endorsements for each policy prior to commencement of work under this RFP. Such documentation shall clearly evidence all coverage required above, including specific evidence of separate endorsements naming the County Connection and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to County Connection.

County Connection reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Such insurance shall be maintained from the time work first commences until completion of the work under this RFP. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this RFP.

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

G. Performance Bond

Upon execution of a contract, the CONTRACTOR shall furnish at its own expense a Performance Bond in a form satisfactory to County Connection (refer to Attachment V) as a guarantee of good faith on behalf of the CONTRACTOR the terms of this contract shall be complied with every particular. The performance bond shall be in the amount of \$500,000 issued by an insurer authorized to transact surety business within the state of California. The performance Security shall remain in full force and effect for the entire term of the contract, including option terms if exercised. Proposer must include with its proposal a letter from a surety providing evidence that the proposer has the ability to obtain the required performance security.

XI. Cost Reduction/Service Improvement Plan

County Connection is seeking creative approaches to improving productivity and on-time performance of the existing system. Rather than attempt to design a methodology and force a Contractor to attempt to make the concept work, County Connection desires to draw upon the knowledge stores of Contractors having performed similar services in other areas across the country for new ideas. As such, proposers are invited to analyze service requirements as provided in this RFP as well as request other service information to support cost reduction and/or service improvements. Potential areas for improvement may be transfer trips into and outside of the County Connection service area as well as the potential for sub-contracting some trips out to taxi style providers for the more enabled. Providing a solid creative plan will enhance proposers score, please refer to proposal scoring methodology.

Attachment I

Route 250 Schedule

Late night service
Thursday-Sunday

- Saint Mary's College students ride FREE when student ID is presented.
- General Public - \$2.00
- Gael Rail shuttle operates between Lafayette BART station and Saint Mary's College.
- Runs until the last BART train from San Francisco arrives at the Lafayette station.
- Follows regular fixed route and stops at all existing bus stops along Moraga Road.

Flexible Service On Demand

Flag Stop Service

- Regular service area _____
- To be dropped off between stops, let driver know.
- To be picked up between stops, wave to the driver.
- The driver will pick up and drop off at the nearest safe location.

Flexible Off Route Service - - - - -

- Flex service area
- When boarding bus let the driver know where you want to be dropped off.
- Moraga Shopping Center
- Rheem Shopping Center
- Student housing on Ascott Drive

Reservation Service Available

- To be picked up at one of the flex service areas, call 943-1829 to schedule a pick up request.

Fixed-Route
BUS FARES
Effective March 22, 2009
(subject to change)

CASH	Regular Fare	Senior/ Disabled Fare*
Local Weekday and weekend routes	\$ 2.00	\$ 1.00
Express** 90X series routes	\$ 2.25	\$ 1.00
BART-to-Bus Transfer	\$ 1.00	\$ 0.50
CCCTA Bus Transfer	Free	Free

Monthly Pass and Punch Cards**	
Monthly Pass - Express Routes	\$ 70.00
Monthly Pass - Regular Routes	\$ 60.00
12-Ride Punch Pass - Express Routes	\$ 23.00
12-Ride Punch Pass - Regular Routes	\$ 20.00
Commuter Punch Card	\$ 40.00
20 regular rides & 20 BART-to-Bus Transfers	\$ 40.00
Senior/Disabled 20-Ride Punch Card	\$ 15.00

Monthly Passes are valid for unlimited use on all County Connection fixed-route service, as well as TriDelta Transit, WestCat and Wheels services for the calendar month.

**If using a regular discounted pass on Express Routes, an additional 25¢ is needed. Senior/Disabled 20-Ride Punch Card and Express Passes excluded.

Children under 6 ride FREE, when accompanied by adult. Children under 6 may not ride without an adult.

***Regional Transit Connection Discount Card (RTC)**

The RTC Discount ID Card is available to qualified persons with disabilities. RTC Card holders are eligible for reduced fares on fixed-route transit bus, rail, ferry systems throughout the San Francisco Bay Area.

The cost of a New or Renewal RTC Card is \$ 3.00

The cost to replace a card is \$ 5.00

ADA staff is available at the LINK building to accept applications on Tuesdays and Thursdays from 1 p.m. to 4 p.m. To receive an application through the mail, please call (925) 680-2066 or 680-2067.

Other acceptable forms of ID for reduced fares are:

- State issued photo ID as proof of age 65 or older
- Photo ID and Medicare Card
- Photo ID and DMV placard registration receipt
- Veterans Disability

County Connection
250
Route Map and Schedule

SAINT MARY'S COLLEGE
GAEL RAIL SHUTTLE

EFFECTIVE:
AUG 23, 2013 - MAY 25, 2014

FLEXIBLE SERVICE ON DEMAND

Between Lafayette BART and Saint Mary's College

Enjoy shopping, restaurants, fitness, and recreation

THURSDAY - SUNDAY
SERVICE ONLY

For information or reservation service please call 925-943-1829



Attachment II

Route 260 Schedule

Notes on Timetables

The times published in County Connection timetables and brochures do not anticipate service disruptions, and are subject to change without notice.

BART-to-Bus Connections

In the event that BART trains are running off schedule, County Connection bus operators may wait for arriving trains up to three (3) minutes beyond their scheduled departure time.

Transfers

Free transfers are honored between County Connection and the following transit agencies at shared stops:

- Tri Delta Transit
(East Contra Costa)
- Wheels
(Dublin, Pleasanton Livermore)
- WestCat
(West Contra Costa)
- Benicia Breeze
(DVC and Sunvalley Mall)
- Rio Vista Breeze
(Hillcrest Park 'n Ride)
- Capital Corridor
(Free Bus Transfers Only)

**Fixed-Route
BUS FARES**

Effective March 22, 2009
(subject to change)

CASH	Regular Fare	Senior/ Disabled Fare*
Local	\$ 2.00	\$ 1.00
Weekday and weekend routes		
Express**	\$ 2.25	\$ 1.00
90X series routes		
BART-to-Bus Transfer	\$ 1.00	\$ 0.50
CCCTA Bus Transfer	Free	Free

Monthly Pass and Punch Cards**

Monthly Pass - Express Routes	\$ 70.00
Monthly Pass - Regular Routes	\$ 60.00
12-Ride Punch Pass - Express Routes	\$ 23.00
12-Ride Punch Pass - Regular Routes	\$ 20.00
Commuter Punch Card 20 regular rides & 20 BART-to-Bus Transfers	\$ 40.00
Senior/Disabled 20-Ride Punch Card	\$ 15.00

Monthly Passes are valid for unlimited use on all County Connection fixed-route service, as well as TriDelta Transit, WestCat and Wheels services for the calendar month.

**If using a regular discounted pass on Express Routes, an additional 25¢ is needed. Senior/Disabled 20-Ride Punch Card and Express Passes excluded.

Children under 6 ride FREE, when accompanied by adult.
Children under 6 may not ride without an adult.

***Regional Transit Connection Discount Card (RTC)**

The RTC Discount ID Card is available to qualified persons with disabilities. RTC Card holders are eligible for reduced fares on fixed-route transit bus, rail, ferry systems throughout the San Francisco Bay Area.

The cost of a New or Renewal RTC Card is \$ 3.00

The cost to replace a card is \$ 5.00

ADA staff is available at the LINK building to accept applications on Tuesdays and Thursdays from 1 p.m. to 4 p.m. To receive an application through the mail, please call (925) 680-2066 or 680-2067.

Other acceptable forms of ID for reduced fares are:

- State issued photo ID as proof of age 65 or older
- Photo ID and Medicare Card
- Photo ID and DMV placard registration receipt
- Veterans Disability

**County Connection
260
Route Map and Schedule**



CALIFORNIA STATE UNIVERSITY
EAST BAY

**CONCORD CAMPUS COMMUTER
EFFECTIVE:
SEPT 25, 2013 TO JUN 12, 2014**

MONDAY - THURSDAY

**DIRECT SERVICE BETWEEN
CONCORD BART AND CAMPUS**

For information
please call 925-676-7500



Monday - Thursday

**Cal State East Bay College students,
teachers, and staff ride FREE
with school ID**

General Public - \$2.00

Direct service between
Concord BART and Campus

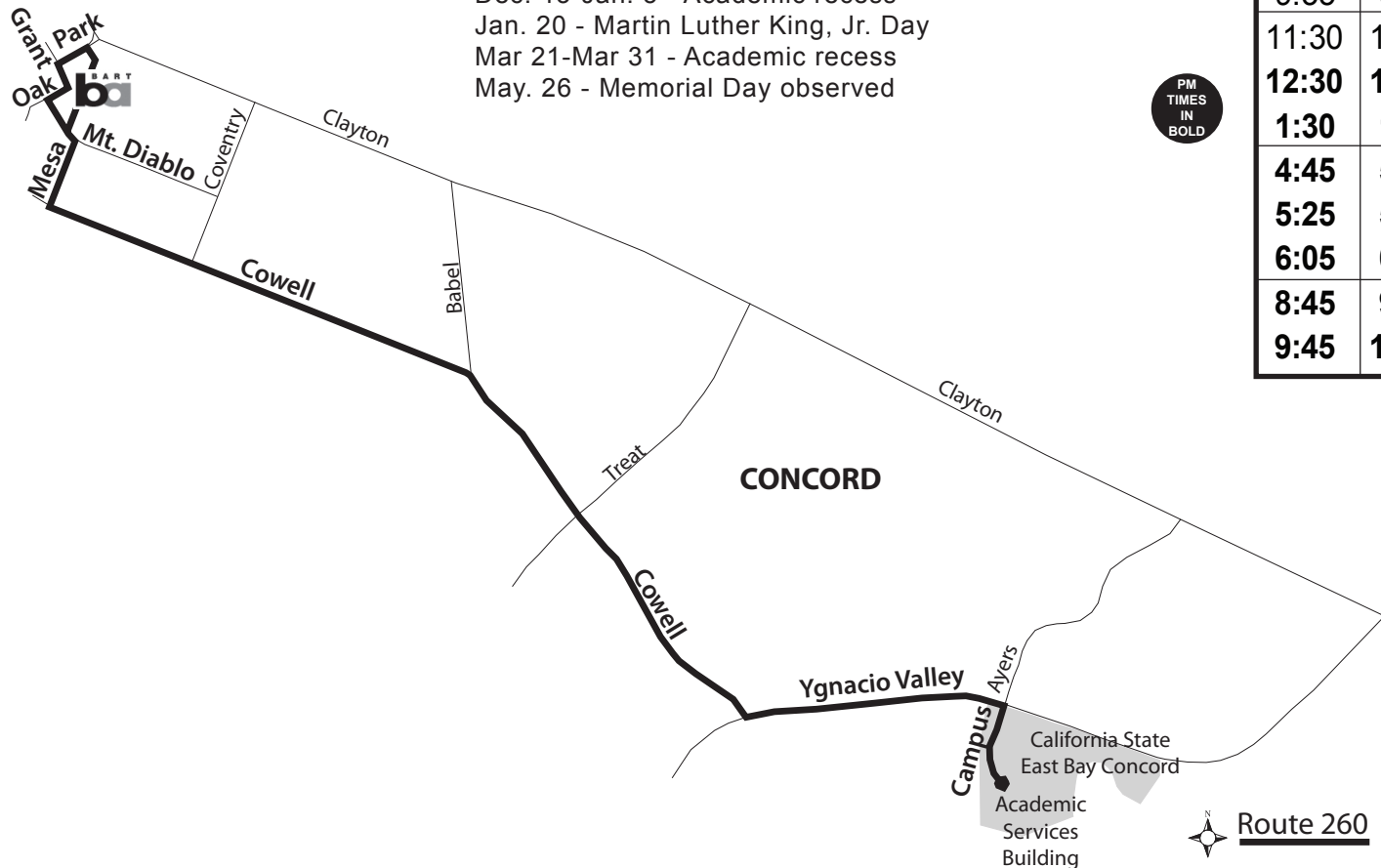


**CALIFORNIA STATE
UNIVERSITY**
E A S T B A Y

**CONCORD CAMPUS COMMUTER
EFFECTIVE:
SEPT 25, 2013 TO JUN 12, 2014**

Shuttle DOES NOT run on the following dates:

- Nov. 11 - Veteran's Day observed
- Nov. 28 - Thanksgiving Day
- Dec. 13-Jan. 5 - Academic recess
- Jan. 20 - Martin Luther King, Jr. Day
- Mar 21-Mar 31 - Academic recess
- May. 26 - Memorial Day observed



Route 260 Concord BART Cal State East Bay			
Leave Concord BART	Arrive Cal State East Bay	Leave Cal State East Bay	Arrive Concord BART
7:40	7:55	8:05	8:20
8:35	8:50	9:05	9:20
9:35	9:50		
11:30	11:45	12:00	12:15
12:30	12:45	1:00	1:15
1:30	1:45	2:00	2:15
4:45	5:00	5:05	5:20
5:25	5:40	5:45	6:00
6:05	6:20	6:25	6:40
8:45	9:00	9:15	9:30
9:45	10:00	10:15	10:30

PM
TIMES
IN
BOLD

Attachment III

Paratransit Vehicle Inventory

Vehicle Type	I.D. Number	Make	Vehicle #	Year	Mileage as of 10-4-2013	Replacement Year
CUT AWAY	1FD FE4FSXBDA87215	FORD	11L01	2011	55368	2019
CUT AWAY	1FD FE4FS4BDA87212	FORD	11L02	2011	53810	2019
CUT AWAY	1FD FE4FS8BDA80313	FORD	11L03	2011	65846	2019
CUT AWAY	1FD FE4FS1BDA87216	FORD	11L04	2011	57462	2019
CUT AWAY	1FD FE4FS2BDA87211	FORD	11L05	2011	62428	2019
CUT AWAY	1FD FE4FS8BDA87214	FORD	11L06	2011	62887	2019
CUT AWAY	1FD FE4FS3BDA87217	FORD	11L07	2011	58083	2019
CUT AWAY	1FD FE4FS6BDA87213	FORD	11L08	2011	62262	2019
CUT AWAY	1FD FE4FS6BDA29652	FORD	11L09	2011	51780	2019
CUT AWAY	1FD FE4FS5BDA87218	FORD	11L10	2011	60671	2019
CUT AWAY	1FD FE4FS3BDA91400	FORD	11L11	2011	61025	2019
CUT AWAY	1FD FE4FS4BDA97156	FORD	11L12	2011	66309	2019
CUT AWAY	1FD FE4FS8BDA91411	FORD	11L13	2011	58099	2019
CUT AWAY	1FD FE4FS7BDA91402	FORD	11L14	2011	56600	2019
CUT AWAY	1FD FE4FS7BDA87219	FORD	11L15	2011	54721	2019
CUT AWAY	1FD FE4FS8BDA97161	FORD	11L16	2011	69420	2019
CUT AWAY	1FD FE4FS6BDA97157	FORD	11L17	2011	62621	2019
CUT AWAY	1FD FE4FSXBDA97159	FORD	11L18	2011	57664	2019
CUT AWAY	1FD FE4FS6BDA91410	FORD	11L19	2011	65718	2019
CUT AWAY	1FD FE4FS0BDA97168	FORD	11L20	2011	62611	2019
CUT AWAY	1FD FE4FSXBDA97162	FORD	11L21	2011	64968	2019
CUT AWAY	1FD FE4FS1BDA97163	FORD	11L22	2011	60611	2019
CUT AWAY	1FD FE4FS9BDA91403	FORD	11L23	2011	61712	2019
CUT AWAY	1FD FE4FS5BDA87221	FORD	11L24	2011	67839	2019
CUT AWAY	1FD FE4FS6BDA91407	FORD	11L25	2011	57821	2019
CUT AWAY	1FD FE4FS3BDA87220	FORD	11L26	2011	57076	2019
CUT AWAY	1FD FE4FS9BDA97170	FORD	11L27	2011	62517	2019
CUT AWAY	1FD FE4FS2BDA97169	FORD	11L28	2011	63545	2019
CUT AWAY	1FD FE4FS8BDA97158	FORD	11L29	2011	51839	2019
CUT AWAY	1FD FE4FS6BDA97160	FORD	11L30	2011	64539	2019
CUT AWAY	1FD FE4FS8BDA91408	FORD	11L31	2011	53689	2019
CUT AWAY	1FD FE4FS7BDA87222	FORD	11L32	2011	59360	2019
CUT AWAY	1FD FE4FSXBDA91409	FORD	11L33	2011	61816	2019
CUT AWAY	1FD FE4FS4BDA91406	FORD	11L34	2011	53590	2019
CUT AWAY	1FD FE4FS0BDA97171	FORD	11L35	2011	54392	2019
CUT AWAY	1FD FE4FS5BDA97165	FORD	11L36	2011	59533	2019
CUT AWAY	1FD FE4FS2BDA91405	FORD	11L37	2011	50016	2019
CUT AWAY	1FD FE4FS3BDA97164	FORD	11L38	2011	53669	2019
CUT AWAY	1FD FE4FS5BDA91401	FORD	11L39	2011	64720	2019
CUT AWAY	1FD FE4FS9BDA97167	FORD	11L40	2011	63299	2019
CUT AWAY	1FD FE4FS7BDA97166	FORD	11L41	2011	55403	2019
CUT AWAY	1FD FE4FS0BDA91404	FORD	11L42	2011	52851	2019

Vehicle Type	I.D. Number	Make	Vehicle #	Year	Mileage as of 10-4-2013	Replacement Year
CUT AWAY	1FDXE45S84HA96187	FORD	4L01	2004	242320	2012
CUT AWAY	1FDXE45S4HA96188	FORD	4L02	2004	225941	2012
CUT AWAY	1FDXE45S14HA96189	FORD	4L03	2004	260675	2012
CUT AWAY	1FDXE45S84HA96190	FORD	4L04	2004	276585	2012
Econoline	1FTSS34L43HB98578	FORD	4L05	2003	147258	2011
Econoline	1FTSS34L63HB98579	FORD	4L06	2003	136439	2011
Econoline	1FTSS34L43HB98581	FORD	4L07	2003	141787	2011
Econoline	1FTSS34L23HB98580	FORD	4L08	2003	236241	2011
CUT AWAY	1FDXE45S55HA77291	FORD	5L01	2005	236241	2012
CUT AWAY	1FDXE45S75HA77292	FORD	5L02	2005	209670	2012
CUT AWAY	1FDXE45S95HA77293	FORD	5L03	2005	250625	2012
CUT AWAY	1FDXE45S05HA77294	FORD	5L04	2005	228702	2012
CUT AWAY	1FDXE45S25HA77295	FORD	5L05	2005	205101	2012
CUT AWAY	1FDXE45S45HA77296	FORD	5L06	2005	269467	2012
Micro Mini	1GBDV13157D100180	CHEVY	7L01	2007	78159	2012
Micro Mini	1GBDV13177D101671	CHEVY	7L02	2007	85285	2012
Micro Mini	1GBDV13157D101958	CHEVY	7L03	2007	108987	2012
Econoline	1FTSS34L56DA87873	FORD	7L04	2007	135026	2012
CUT AWAY	1FD4E45S78DB56640	FORD	9L01	2008	102691	2016
CUT AWAY	1FD4E45S98DB56641	FORD	9L02	2008	137825	2016
CUT AWAY	1FD4E45S08DB56642	FORD	9L03	2008	112710	2016

Attachment IV

Paratransit Shop Tools

DESCRIPTION	REPLACEMENT COST
Brake Lathe	\$5,304.25
Lift, Vehicle	\$11,295.00
Air Compressor	\$9,917.30
Freon Recycler	\$4,409.83
Workbench, Heavy Duty	\$1,443.52
Workbench, Heavy Duty	\$1,443.52
Workbench, Heavy Duty	\$1,443.52
Workbench, Heavy Duty	\$1,443.52
Pump, Motor Oil	\$1,964.04
Pump, ATF	\$2,074.89
Shop Vac	\$633.26
Shop Heater	\$495.41

To: Board of Directors

Date: October 14, 2013

From: Mary Burdick, Sr. Manager of Marketing

Reviewed by:

SUBJECT: Appointment of Eileen Vonk to Advisory Committee

Summary of Issues:

On October 9, 2013 the Concord City Council approved the reappointment of Eileen Vonk to serve as a representative on County Connection's Advisory Committee for a term ending December 31, 2015.

Recommendation:

Approve the appointment of Eileen Vonk to serve as a representative of Concord on County Connection's Advisory Committee.

Financial Implication

None

Options:

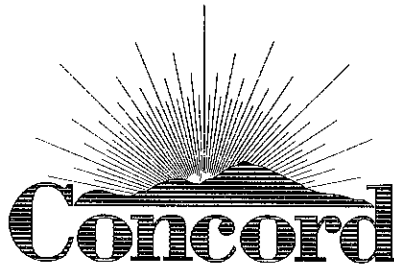
- 1) Approve the recommendation of the Concord City Council
- 2) Decline to approve the recommendation
- 3) Other action as directed

Attachment:

Appointment letter

CITY OF CONCORD
1950 Parkside Drive, MS/01
Concord, California 94519-2578
FAX: (925) 798-0636

OFFICE OF THE MAYOR
Telephone: (925) 671-3158



CITY COUNCIL
Daniel C. Helix, Mayor
Timothy S. Grayson, Vice Mayor
Edi E. Birsan
Laura M. Hoffmeister
Ronald E. Leone

Thomas J. Wentling, City Treasurer
Valerie J. Barone, City Manager

October 17, 2013

Ms. Mary Burdick
Manager of Marketing/Public Relations
2477 Arnold Industrial Way
Concord, CA 94520-5326

Dear Mary:

This is to advise that at their meeting of October 8, 2013, the Concord City Council approved the nomination of Eileen Vonk to continue her service as the City's representative on the Central Contra Costa Transit Authority Citizens' Advisory Committee for a term period ending December 31, 2015.

A copy of the letter to Ms. Vonk advising of the Council's decision is enclosed for your files.

Should you require additional information, please do not hesitate to contact me at (925) 671-3495. Trust this note finds you well.

Very truly yours,

A handwritten signature in cursive script that reads "Mary Rae Lehman".

Mary Rae Lehman
City Clerk/Administrative Services Coordinator