



CENTRAL CONTRA COSTA TRANSIT AUTHORITY

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
&  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**

REQUEST FOR PROPOSALS  
FOR  
**ADA PARATRANSIT SERVICES**

PROJECT NUMBER

**2022-MA-01**

RELEASE DATE:

JANUARY 13, 2022

PRE-PROPOSAL CONFERENCE:

JANUARY 26, 2022

SUBMISSION OF QUESTIONS DUE:

FEBRUARY 23, 2022

PROPOSALS DUE:

**APRIL 6, 2022**

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PART I – PROPOSAL REQUIREMENTS

Section 1. Proposal Request

Central Contra Costa Transit Authority (County Connection) and Livermore Amador Valley Transit Authority (LAVTA) are requesting proposals for provision of ADA paratransit services. County Connection currently employs a traditional ADA paratransit model, which is promoted with the trade name “LINK.” LAVTA currently employs a sub-contractor ADA paratransit model, which is promoted with the trade name “Wheels Dial-A-Ride.” This model features a single CONTRACTOR, which uses Trapeze scheduling software, along with tablets for drivers, a small call center that takes reservations, and dispatchers who manage day to day operations, including processing “where’s my ride” calls.

In an effort to leverage regional resources and meet the collective regional transit needs, County Connection and LAVTA entered into a pilot project in which County Connection has extended its in-house and CONTRACTOR paratransit resources to serve LAVTA’s ADA paratransit service in addition to its own. The pilot has proven to be a successful model of agency collaboration and efficiency, and this solicitation seeks to make the pilot project into an ongoing program. The cooperative arrangement between the agencies and the management of the contract are being administered by County Connection, while the establishment of service policies and evaluation of service delivery will be a shared responsibility.

We are seeking firms that will provide efficient, effective, and creative operations, including thoughtful analyses and use of data and operating functionalities. We expect the successful Proposer to regularly make recommendations on how to improve the provision of services, both overall and in discrete increments as well as explore potential opportunities to integrate with the larger array of services provided by the Authority as a whole.

It is our intent with this procurement to meet or accomplish the following objectives to improve the current service:

- Develop affordable and user-friendly technologies
- Increase shared ride efficiencies
- Expand availability of paratransit to more residents in the combined

service area

- Offer flexible cancellations and rebooking opportunities
- Offer self-booking and trip management applications
- Improve/eliminate regional transfer trip wait times
- Reduce deadhead and other unproductive time and mileage
- Develop partnerships with other transportation modes and sponsors

We are seeking proposals that demonstrate a thorough understanding of cost analysis regarding paratransit efficiency and effectiveness. We are also looking for Proposers that can both recommend and demonstrate the capability to successfully design and implement innovative approaches to, and techniques for providing, paratransit and accessible transit services.

Firms interested in making a proposal should contact:

Central Contra Costa Transit Authority  
Kevin Finn, Manager of Grants and Purchasing  
2477 Arnold Industrial Way  
Concord CA, 94520  
Telephone: (925) 680-2087  
Email: [finn@cccta.org](mailto:finn@cccta.org)

**Proposals will be accepted at the above address until 4:00 PM PST, Wednesday, April 6, 2022.**

## **Section 2. Introduction**

County Connection was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. County Connection is governed by an 11-member Board of Directors representing the following member jurisdictions: the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the Town of Moraga, and unincorporated areas of central Contra Costa County.

The Livermore Amador Valley Transit Authority (LAVTA) was formed in May of 1985 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq., and represents the Cities of Dublin, Livermore, Pleasanton, as well as unincorporated portions of the eastern Alameda County.

Since July 1990, County Connection has been providing enhanced ADA complementary paratransit services under contract known as LINK. This contract also provides ADA

paratransit services for BART within the central Contra Costa area and Wheels Dial-a-Ride for the Livermore Amador Valley Transit Authority (LAVTA). In addition to paratransit services, three separate hybrid services and some special services are operated under the same contract. A complete description of services to be provided as well as County Connection expectations can be found in the Scope of Work set forth in Part 2 of this RFP.

**The existing contract is currently with Transdev and will expire effective June 30, 2022, at 11:59 p.m. The successful Proposer will be required to provide all services as of July 1, 2022.**

### **Section 3. Proposer’s Examination of Project Objectives and Requirements**

By submitting a proposal, the Proposer represents that it has thoroughly examined and understood the work required under this RFP, and that it can perform all work, both as described and potentially for new approaches, to achieve County Connection’s objectives.

### **Section 4. Proposal Submission & Due Date**

One original of your sealed, written proposal and five (5) USB copies must be received at County Connection's administrative headquarters, 2477 Arnold Industrial Way, Concord, California 94520-5327 by **4:00 p.m., April 6, 2022**. Materials should be addressed to the attention of Kevin Finn, Manager of Facilities & Grants, and include the title **“Request for Proposal 2022-MA-01.”** Proposals received after that time or at any place other than stated will **not** be accepted. Proposals shall be prepared, presented, and negotiated at the sole cost of the Proposer.

### **Section 5. Pre-Proposal Conference**

A proposal conference will be held at 10:00 AM on **Wednesday, January 26, 2022**, by videoconference, for the purpose of receiving questions and comments pertaining to this RFP. **Connection information will be provided to those interested firms who contact us as indicated above no later than p.m. PST on Tuesday, January 25, 2022.**

The purpose of this meeting is to respond to reasonable questions pertaining to this RFP. **Tours of County Connection and LAVTA paratransit facilities may be requested on an appointment basis.** The tour will not be a venue for discussing other aspects of this RFP.

Any COVID-19 protocols in place at the time of the pre-proposal conference will be enforced. Additional information will be available in advance of the scheduled conference date, which may be subject to change if health guidelines require it. Should it be found that issues in any questions are not clearly and fully set forth in the RFP; County Connection will issue a written addendum clarifying the matter, which will be

posted on County Connection’s website at countyconnection.com. **All questions, including questions that could not be answered at the pre-proposal conference, must be submitted in writing or electronically, and received by County Connection no later than 5:00 p.m. on February 23, 2022.**

## **Section 6. Clarifications**

### **A. Examination of Documents and Requests for Clarification**

Should a Proposer require clarifications regarding this RFP, the Proposer must notify County Connection by electronic mail to:

Central Contra Costa Transit Authority  
Kevin Finn, Manager of Grants & Purchasing  
Telephone: (925) 680-2087  
Email: [finn@cccta.org](mailto:finn@cccta.org)

Should it be found that issues in any questions are not clearly and fully set forth in the RFP; County Connection will issue a written addendum clarifying the matter, which will be posted on County Connection’s website at countyconnection.com. **All questions, including questions that could not be answered at the pre-proposal conference, must be submitted in writing or electronically, and received by County Connection no later than 5:00 p.m. on February 23, 2022.**

### **B. County Connection Responses**

Any clarification and/or modification of these specifications must be made in writing by addendum. All addenda to this RFP will be available on the County Connection’s website. Any oral interpretations or clarifications offered by County Connection or LAVTA staff will not be binding on County Connection.

### **C. Addenda**

Any changes to the RFP requirements will be made by written addenda by County Connection and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on County Connection’s website. All addenda must be acknowledged on the Form of Proposal, Exhibit A, as submitted by each Proposer. Failure to acknowledge any addenda may cause the proposal to be considered non-responsive and rejected.

## Section 7. Pre-Contractual Expenses

County Connection shall not be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer in:

- Preparing its proposal in response to this RFP
- Submitting the proposal to County Connection
- Negotiating with County Connection regarding any matter related to the Proposer's proposal
- Any other expenses incurred by Proposer prior to date of award of a contract

## Section 8. Withdrawal of Proposal

Submission of a proposal shall constitute a firm offer to County Connection, which shall be valid for one hundred twenty (120) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written e-mailed request for its withdrawal to Kevin Finn, Manager of Grants & Purchasing, E-Mail: [finn@cccta.org](mailto:finn@cccta.org).

## Section 9. Scope of Work

The Scope of Work for paratransit and other related accessible services included in this RFP is more specifically described in Part II – Scope of Work.

## Section 10. Cost Proposals

For the purposes of cost proposal development, Proposers should review carefully the detailed requirements described in the scope of work.

Pricing shall be provided in two components for each year of the **base** contract period. (Please refer to the pricing sheets found in Form of Proposal, Exhibit A). The two components, covering all services to be provided as defined in this RFP, are:

- A. Monthly fee for fixed costs
- B. Hourly rate for variable costs

For any **option** terms exercised by County Connection, County Connection will provide written notice to the CONTRACTOR 90 days prior to the expiration of the then-current base term. The CONTRACTOR may request (with satisfactory documentation), and County Connection may approve, adjustments to contract rates for any years beyond the base period. Such requests must be made at least 90 days prior to the



commencement of any option year and must be supported with evidence of increased CONTRACTOR costs that, in County Connection's discretion, justifies CONTRACTOR'S requested increase. Adjustments in contract rates shall be mutually agreed upon.

**Fuel expenses** should be submitted as a *pass-through cost*. CONTRACTOR shall submit all original fuel invoices. More detail on potential alternatives to this arrangement in future periods of the contract is included in the Scope of Work, under Contractor Responsibilities, Maintenance.

## **Section 11. Communication and Contact During RFP Process**

Once this RFP is issued, ANY AND ALL communication between all prospective Proposers and County Connection must take place between a Proposer and County Connection as indicated within this RFP.

Under no circumstances is it allowable for a prospective Proposer or their representative to contact a member of the County Connection or LAVTA Board of Directors or anyone else representing County Connection or LAVTA other than the County Connection staff indicated in the RFP to discuss this RFP, or anything related to it. This shall be in effect until the successful Proposer and County Connection execute a contract. Nothing herein prevents a Proposer from speaking at a public Board meeting during the time reserved for public comment.

Any violation of this requirement could be the basis for disqualification of a Proposer.

## **Section 12. Joint Offers**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. County Connection intends to contract with a single firm and not with multiple firms doing business as a joint venture.

## **Section 13. Required Proposal Contents**

Proposals must address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate the Proposer's ability to meet the requirements. Proposals that do not include all the required information and fully completed proposal forms may be rejected as non-responsive. Proposers must submit their proposals in accordance with the following:

### **A. Background, Experience, and Financial Stability**

- a. A summary statement outlining the organization's history and experience in providing ADA paratransit and related accessible services on an advance reservation system.

- b. Each Proposer is to list all paratransit facilities it currently operates and provide a brief description of services performed. County Connection may exercise the option to make pre-selection inspections of said facilities as prearranged with the Proposer.
- c. Each Proposer shall provide information sufficient for County Connection to determine the Proposer's financial stability and responsibility. Proposers must submit their most recent audited financial statements and balance sheets for the past two years, as well as disclose any information regarding pending financial issues, including any pending litigation against the organization that may impact its financial capacity.
- d. A list of no more than five (5) references from organizations currently receiving services from the Proposer or that have received services in the past three (3) years.
- e. Provide a summary of transportation experience that describes the Proposer's ability to perform the work contained within this RFP, including but not limited to the following areas of expertise:
  - Provision of paratransit service via one-seat rides across jurisdictional boundaries or other zones of service
  - Transportation of persons who have tested positive for the coronavirus (COVID-19)
  - Partnerships with transportation network companies (TNC)
  - Effective personnel management during the pandemic that has avoided the need for furloughing employees
  - Partnerships with county health department services under specific emergency functions as outlined in an EOC capacity
  - Co-mingling riders from ADA paratransit and other demand-response services

#### **B. Cost Reduction/Service Improvement Plan**

Each Proposer is expected to provide a service improvement plan that increases productivity and reduces the overall existing costs to operate service, as described in the Scope of Work (Part II of this RFP).

#### **C. Value Added Services**

Each Proposer shall provide a description of what, if any, "value added" services or technological resources and support can be provided by the Proposer to improve and enhance, service coverage, efficiency, or effectiveness at no

additional cost to County Connection or LAVTA. The description shall include how service coverage, efficiency, and/or effectiveness will be improved by the utilization of the “value added” service and/or technological support.

#### **D. Key Personnel and Staffing**

- a. The Proposer is to identify a Project Manager and all key personnel who will manage and operate the services including resumes, relevant experience and at least two references for each. Please refer to Part II, Scope of Work, for the required qualifications of key personnel. Identified individuals must be available for interview by County Connection and LAVTA, if desired.
- b. Each Proposer shall submit the specific benefit package that will be provided to employees. Include any incentive, assistance, or motivational programs to be provided. Clearly indicate the employee’s share of any costs connected to the benefit package, whether for the employee or for dependents.
- c. Each Proposer is to include a detailed description of personnel organizational charts specific to this contract, as well as personnel procedures, policies, and rules.
- d. Each Proposer shall identify the numbers of staff proposed for each position as outlined in Part II – Scope of Work, and the types and amounts of training proposed to be provided to these positions.
- e. Each Proposer shall state in the proposal whether employees of the current contractor, Transdev, will be retained for a period of at least ninety (90) days. See Section 22. Each position to be retained shall be described.

#### **E. Scope of Services**

The Proposer should describe their plan to provide the services described in Part II – Scope of Work and particularly include:

- a. Overall approach to scope of work.
- b. Operations and maintenance training and safety/risk management programs (fully documented).
- c. Organizations operating in California must submit the latest copy of California Highway Patrol Safety Compliance Report (CHP343) for each facility currently operated in California. This report must indicate a satisfactory rating for each facility.
- d. Maintenance programs (including Preventive Maintenance Inspection (PMI), Daily Vehicle Inspection (DVI) reports and policies (fully documented)).
- e. Proven capability and proficiency (fully documented) with Trapeze® PASS

Version 15 scheduling system, or equivalent.

- f. Sample copies, both blank and filled out samples, of driver's trip sheets and logs for a one-week period.
- g. Fare revenue/collection control and security procedures.
- h. Implementation Plan. A detailed plan showing how all start-up tasks (e.g., personnel recruitment/hiring, initial training, facility preparation) will be completed prior to system start-up. Significant milestones and target dates should be identified.
- i. Confirmation of compliance with drug and alcohol testing requirements.

#### **F. Timing of New Technologies and Processes**

Proposers may offer to employ new technologies, methods, or processes in order to improve and enhance the existing service model. If any such changes require development, testing, or substantive review and approval prior to implementing (i.e., they will not be feasible during the brief CONTRACTOR start-up/transition period), County Connection expects that the two parties will work collaboratively to schedule, review, approve, and implement the changes in an expeditious, yet measured manner. Should any such changes result in the need for budget adjustments, approval will be contingent on conforming to the intent and procedures contained in the following sections of this RFP:

- a. Part II (Scope), section 3 (County Connection Responsibilities), subparts B & C
- b. Part II (Scope), section 11 (Cost Reduction/Service Improvement Plan)
- c. Exhibit G (Agreement for Professional Services), budget and payment terms

#### **G. Required Forms and Certification**

The Proposer must complete and submit with its proposal the following documents and disclosures, which are included in this RFP:

- a. Form of Proposal, including Price Proposal Forms, signed by an authorized representative of the Proposer – Exhibit A
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Exhibit B
- c. List of Prime Contractor and Subcontractors/Suppliers – Exhibit C
- d. Certification Regarding Lobbying and Disclosure Forms – Exhibit D
- e. Acknowledgment of Insurance Requirements Form – Exhibit E

These documents required to be executed by Successful Proposer after Award:

- f. Sample Agreement for Professional Services – Exhibit F
- g. Sample Facilities Use Agreement – Exhibit G

## Section 14. Selection and Award

This is a **best value** procurement, meaning that County Connection intends to award a Contract to the most qualified firm submitting the most technically responsive proposal, and technical merit will outweigh price competitiveness per the ranking system shown below. Technical merit includes strength of the named key personnel; innovative operational and technology solutions to provide the best customer experience; and methodologies that improve efficiency and contribute to the cost-effectiveness of the service.

In determining the number of points a proposal will receive in each category, County Connection will consider the proposal material submitted, references, oral interviews (if applicable), and any other relevant information about a given Proposer. The following criteria will be used in the evaluation of the proposals:

Criteria	Points
Financial viability, firm experience, and corporate support	250
Qualification/experience of key personnel, thoughtful leadership	250
Creative approach/integration and value added	100
Service improvement/implementation plan	200
Reasonable cost	200
Retention of current employees (10% bonus)	100
<b>TOTAL POSSIBLE POINTS</b>	<b>1,000</b>

County Connection may reject any proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range. County Connection may seek clarifications from any or all Proposers regarding their proposals or may request that Proposers submit modified proposals or best and final offers (BAFO). County Connection may award a contract without the need for BAFO, so all Proposers should submit their best proposal.

A review panel will screen, evaluate, and rank proposals in accordance with the evaluation criteria set forth above. Following the initial screening and review of written proposals, using the selection criteria described above, one or more companies *may* be invited to participate in a final selection process, which may include participation in an oral interview and/or the submission of additional information.

Upon completion of review of the written submittals and interviews, if any, the review panel will rank each firm in accordance with the criteria above. County Connection may accept the proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm.

If negotiations are unsuccessful, County Connection will terminate the negotiations with

that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, County Connection may repeat the negotiations process with the next-highest-ranked firm or, at its sole discretion, County Connection may reject all remaining proposals.

County Connection reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the contract without negotiations. County Connection reserves the right to award the contract without conducting interviews.

This RFP does not commit County Connection to award a contract. County Connection reserves the right, in its sole discretion, to: (1) reject any proposal; (2) accept the proposal it considers most favorable to County Connection's interest; (3) waive minor irregularities; reject all proposals and seek new proposals when such procedure is reasonable and in the best interest of County Connection; make multiple or subsequent awards prior to or during the performance period as circumstances may dictate to meet service requirements ; and shift trip volume and other scope of work tasks between providers in the event that a CONTRACTOR is unable to meet service requirements.

The review panel will recommend one Proposer based on the results of final scoring for contract approval to the County Connection Operations & Scheduling Committee and ultimately the County Connection Board of Directors. It is anticipated that the County Connection Board of Directors (with concurrence from LAVTA Board of Directors) will award a contract in May 2022 for work to commence on July 1<sup>st</sup>, 2022. If either Board rejects the recommended Proposer, the selection process will continue until both select an alternate offer or withdraw the RFP.

## **Section 15. Disadvantaged Business Enterprises**

County Connection, a recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is County Connection's policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE's) can compete fairly for contracts and subcontracts relating to County Connection's construction, procurement, and professional services activities. To this end, the County Connection has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. County Connection has committed to an overall goal of 4.65% DBE participation. In connection with the performance of this contract, the selected CONTRACTOR will cooperate with County Connection in meeting these commitments and objectives. Pursuant to U.S. DOT Regulations 49 CFR Part 26,

the CONTRACTOR is required to make the following assurance in its agreement with County Connection and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

"The CONTRACTOR (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR (and any subcontractors) shall carry out applicable requirements of the 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR (and any subcontractors) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as County Connection deems appropriate."

By submitting a proposal, the Proposer is deemed to have made the foregoing assurance and to be bound by its terms.

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form (see Exhibit C) must be submitted with the proposal. This form includes information about the Proposer and all subcontractors/suppliers that provided a bid, quote, or proposal. DBE firms listed must be currently certified by the California Unified Certification Program (UCP) or the firm's home state UCP.

The County Connection's DBE Liaison Officer (DBELO) maintains a DBE resource list of organizations that promote DBE participation in contracts. The California UCP DBE Directory is located on the Internet and includes certified DBE firms that provide construction, professional and other services, and materials, supplies and equipment. Proposers are encouraged to use the UCP DBE Directory to contact subcontractors and suppliers. The UCP DBE directory does not in any way prequalify the listed firms with respect to licensing, bondability, competence or financial responsibility. The resource list and information from the UCP DBE Directory will be provided upon request.

Where the selected CONTRACTOR has indicated DBE firms will be utilized under this contract, CONTRACTOR shall submit to the CRA periodic progress and participation reports documenting that DBE utilization. These reports shall be prepared and certified correct by the CONTRACTOR or its authorized representative. The DBE reporting forms to be used for this purpose will be furnished by the CRA after award of contract.

The selected CONTRACTOR shall maintain records to verify applicable DBE participation. Such records shall show the name and business address of each DBE participating in the contract, the total dollar amount actually paid each DBE, and the date of payment. CONTRACTOR shall retain all records concerning DBE participation under this contract for not less than three (3) years. CONTRACTOR shall not make substitutions of previously approved DBE subcontractors or suppliers without prior written approval from County Connection.

County Connection reserves the right to request additional information regarding DBE participation in this Contract. Failure to submit the requested information and/or documentation within the times stated shall make the Proposer ineligible for award.

Any Proposer who would like additional information regarding DBE participation on this contract or County Connection's DBE Program may contact Kristina Martinez, Director of Recruitment & EE Development/DBE Liaison Officer (DBELO), at 2477 Arnold Industrial Way, Concord, California 94520, (925) 680-2031.

## **Section 16. Protest Procedures**

Protests regarding this Request for Proposals based upon an overly restrictive RFP or alleged improprieties in the RFP procedure shall be submitted in writing to Mr. William Churchill, General Manager of County Connection, at least five (5) calendar days prior to the deadline for submission of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the recommendation for award of contract shall be submitted in writing to the General Manager at least forty-eight (48) hours prior to the appropriate Board or Committee meeting at which the staff's recommendation will be considered. Any protest must clearly specify in writing the grounds and evidence on which the protest is based.

Copies of the complete bid protest procedure are available by contacting Kevin Finn, Manager of Grants & Purchasing.

Failure to comply with the rules set forth herein may result in rejection of the protest.

## **Section 17. Proposal Confidentiality**

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between County Connection and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that County Connection withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Proposer may not designate its entire proposal as confidential. Additionally, the Proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.



If Proposer requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless County Connection from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding Proposer information.

The Proposer shall not make a claim, sue, or maintain any legal action against County Connection or its directors, officers, employees, or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request County Connection to withhold from disclosure information identified as confidential, County Connection shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to County Connection.

## **Section 18. Levine Act**

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act. The Levine Act prohibits any County Connection or LAVTA Board Member from participating in or influencing the decision on awarding a contract to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve (12) months. The Levine Act also requires a member of the Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Board or for three (3) months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution for \$250.00 or more that has been made to a County Connection or LAVTA Board Member within the twelve-month (12) period preceding submission of your proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your proposal.

## Section 19. Tentative Schedule

DATE	EVENT
January 13, 2022	Release of RFP
January 26, 2022	Pre-Proposal Conference
February 23, 2022	Deadline for Submission of Questions
April 6, 2022	Proposals Due
April 13, 2022	Bid Evaluation by Panel
April 22, 2022	BAFOs Due (if requested)
April 25, 2022	LAVTA Project and Services Committee Review
May 2, 2022	LAVTA Board Approval
May 5, 2022	Staff recommendation to O&S Committee of CC Board of Directors (tentative)
May 19, 2022	Selection by CC Board of Directors
May 20, 2022 – June 30, 2022	Potential CONTRACTOR Transition
July 1, 2022	Winning CONTRACTOR Starts Service

## Section 20. Union Contracts

Operators working for the existing contractor belong to ATU Local 1605. It is important to note the contract between Local 1605 and the existing service provider, Transdev, has been on a year-to-year renewal since the original term expired on June 14, 2020. In order to maintain continuity of service and maximize customer service, County Connection desires the winning Proposer to maintain good labor relations.

## Section 21. Ten Percent Bidding Preference

The California Labor Code Section 1070 et seq. establishes a ten percent (10%) bidding preference for contractors who agree to retain, for a period of at least 90 days, certain employees who provided essentially the same services as the current contractor. In this solicitation, it will be included as a 100-point bonus. County Connection will arrange to make available to prospective Proposers, information regarding the number of Transdev employees who are performing services under the current services contract with County Connection and the wage rates, benefits, and job classifications of those employees. If the successor services contract is awarded to a new

CONTRACTOR, the existing contractor will promptly (no later than fifteen (15) days after the Authority's request) provide the names, addresses, dates of hire, wages, benefit levels and job classifications of employees to County Connection and the successor CONTRACTOR. Final invoice(s) will not be paid until the CONTRACTOR complies with these requirements.

CONTRACTOR agrees that no provision of this Agreement will require it to dismiss or displace any employee or to rearrange the workforce covered by any 13(c) arrangement "as a result of the Project" as defined by the 13(c) arrangements to which CONTRACTOR has agreed to be bound in accordance with 49 U.S.C. §5333(b). CONTRACTOR shall therefore be responsible for defending, and shall hold County Connection and LAVTA harmless from, any claims or controversies alleging any violation or breach of the 13(c) arrangements to which CONTRACTOR has agreed to be bound, whether made by CONTRACTOR's own employees, the employees of its subcontractors, or employees of any former contractor of County Connection, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to work for CONTRACTOR on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter, unless those later actions have been explicitly directed and required in writing by County Connection in exercising its rights under this Agreement.

## **Section 22. Agreement for Professional Services and Agreement for Facilities Use**

The firm selected by County Connection to provide the services outlined in this RFP will be required to execute both an Agreement for Professional Services and a Facilities Use Agreement (collectively "Agreements") with County Connection. Samples of these Agreements are attached hereto as Exhibits G and H so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreements. If a Proposer desires any additions, deletions, or modifications to the form of Agreements, they must be submitted with the proposal. With the exception of any such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreements.

In particular, Proposers are directed to review the insurance and indemnification requirements set forth in the Sample Agreement for Professional Services, Sections 8 and 9.

## **Section 23. Conflict of Interest**

By submitting a proposal, the Proposer represents and warrants that no director, officer, or employee of County Connection is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under County Connection's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by County Connection upon receipt. No person previously in the position of director, officer, employee or agent of County Connection may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before County Connection, or any officer or employee of County Connection, for a period of twelve (12) months after leaving office or employment with County Connection if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

## **Section 24. List of Attachments and Exhibits to the RFP**

### Scope of Work – Part II of the RFP

- Attachment I – Combined Service Area
- Attachment I(A) – LAVTA Service Area
- Attachment II – Route 250 Schedule
- Attachment III – Operating Locations
- Attachment IV – Shop Tool Asset List
- Attachment V – Paratransit Vehicle Inventory
- Attachment VI – LINK Operating Standards
- Attachment VII – LINK Driver Standards and Duties
- Attachment VIII – Vehicle Standards
- Attachment IX -- Emergency Preparedness Plan
- Attachment X – Call Center Management
- Attachment XI – Wheels Dial-A-Ride Operating Policy
- Attachment XII – County Connection Performance Standards
- Attachment XIII – LAVTA Performance Standards
- Attachment XIV – My Transit Manager App Description

### Included Separately from RFP as Electronic File

- Attachment XV – Collective Bargaining Agreement, ATU Local 1605
- Attachment XVI – Sample Trip Data (electronic only), two weeks of service

### Documents required to be submitted in each Proposal

- Exhibit A – Form of Proposal (Certification, Cost Proposal, Signature Page)
- Exhibit B – Debarment Certificate
- Exhibit C – List of Prime Contractor and Subcontractors/Suppliers
- Exhibit D – Lobbying Certificate and Disclosure Forms
- Exhibit E – Acknowledgment of Insurance Requirements Form

### Documents required to be executed by Successful Proposer after Award of Contract

- Exhibit F – Sample Agreement for Professional Services
- Exhibit G – Sample Facilities Use Agreement

## Section 25. Glossary of Terms and Definitions

The following terms and definitions are used throughout this document.

### A. Advance Reservation

LINK and Wheels Dial-A-Ride are advance reservation services. Riders can make reservations up to p.m. the day before and up to seven (7) days in advance. LINK also provides same day trips as time and space allows.

### B. Americans with Disabilities Act (ADA)

The Americans with Disabilities Act prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government programs and services.

### C. BART ADA Service

Service operated under LINK but restricted to strict the adherence of the ¾ mile pick-up and drop off radius outlined in the ADA guidelines.

### D. Central Contra Costa Transit Authority / County Connection

County Connection was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County.

### 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. Curb-to-Curb Service/Door-to-Door Service

ADA regulations require paratransit services to take customers from “origin to destination.” In many cases, curbside service will suffice for this requirement, but where the customer will need assistance with significant travel beyond the curb, the expectation is that “door-to-door” service will be rendered. County Connection (LINK) provides curb-to-curb service unless door-to-door is requested or warranted. LAVTA/Wheels is a door-to-door service.

### G. 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).

### H. Trip Denial

County Connection and LAVTA strictly adhere 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 and Wheels have a “no denial” policy.

### I. Guest/Companion

A non-ADA eligible fare paying passenger riding a LINK or Wheels vehicle with a

registered passenger.

**J. 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 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. The CONTRACTOR is required to have reservation staff on duty during regular business hours on holidays.

**K. Hybrid Services**

Transportation services that are the responsibility of County Connection, but are designed and operated by the CONTRACTOR

**L. LINK**

The name given to the Paratransit service operated under County Connection (It is spelled in all capital letters and each word does not represent anything)

**M. Livermore Amador Valley Transit Authority / LAVTA**

The Livermore Amador Valley Transit Authority (LAVTA) was formed in May of 1985 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq., and represents the Cities of Dublin, Livermore, Pleasanton, as well as unincorporated portions of the eastern Alameda County. As a separate transit organization, LAVTA provides its own federally subsidized funding for the Wheels service managed by County Connection; consequently, customers from LINK and Wheels paratransit services are not commingled.

**N. 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.

**O. No Show/Late Cancellation**

An individual is considered a No Show or Late Cancel if County Connection or LAVTA is not notified at least one (1) hour before the scheduled pick-up time that the passenger is not taking the trip, or if the driver waits five (5) minutes after the pick-up time and the individual is not ready to board.

**P. On-Time Performance**

On-time performance is measured by the status of pick-ups made within fifteen (15) minutes before until fifteen (15) minutes after the scheduled pick-up time. On-time performance for Wheels Dial-A-Ride is measured by the status of pick-ups made within thirty (30) minutes after the scheduled pick-up

time.

**Q. Paratransit**

Complementary paratransit service as defined in the ADA, 49 CFR Part 37, Subpart F.

**R. Passengers**

A fare paying ADA eligible and approved passenger

**S. Personal Care Attendant (PCA)**

A non-fare paying individual providing care and support to a Passenger while on a paratransit vehicle

**T. Pick-up Window:**

The Pick-up window is the span of time which defines the arrival of a LINK/Wheels trip being on time. This window is fifteen (15) minutes before until fifteen (15) minutes after a scheduled pick-up time for LINK vehicles and thirty (30) minutes after a scheduled pick-up time for Wheels Dial-A-Ride vehicles.

**U. Proposer**

Any transportation company meeting the outlined requirements set out in this RFP and interested in submitting a proposal toward this work.

**V. RFP**

Request for Proposal

**W. Subscription Service**

A subscription 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 (1) or more days. Subscription service may be capped at 50% of overall system reservations if it is deemed that additional subscription trips will impair the ability of LINK/Wheels to provide other trips, resulting in denials.

**X. Vehicle Revenue Hour**

The hours elapsed from the time a vehicle 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.

**Y. 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.

**Z. Vehicle Service Hour**

The hours elapsed from the time a vehicle leaves the yard for scheduled passenger trips each day until it returns to the yard, minus lunch, and breaks.

**AA. Vehicle Service Miles**

The miles a vehicle travels from the time it pulls out from the yard to go into revenue service to the time it pulls into the yard on return from revenue service.



## **PART II – SCOPE OF WORK**

### **Section 1. System Description and Objectives**

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. The service area includes the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the Towns of Danville and Moraga, and unincorporated areas of central Contra Costa County. Approximately 3,988 of this population, have registered to use LINK paratransit. Pre-COVID ridership was, in any given month, up to 900 unduplicated individuals use the LINK service for as many as 13,000 passenger trips per month. Since COVID began, ridership is less than half this amount. Detailed ridership data is provided as a separate attachment to this RFP.

The Livermore Amador Valley Transit Authority (LAVTA) was formed in May of 1985 under the provisions of the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq., and represents the Cities of Dublin, Livermore, Pleasanton, as well as unincorporated portions of the eastern Alameda County.

LAVTA is governed by a seven-member board of directors composed of two elected officials from each city's City Council and one member appointed by the Alameda County Board of Supervisors. LAVTA provides local public transit services to the cities of Dublin, Pleasanton, and Livermore, and nearby unincorporated portions of eastern Alameda County, which are collectively known as the Tri-Valley. The service area covers approximately 40 square miles and has approximately 236,000 residents (2018). Approximately 1,181 of this population, have registered to use Wheels Dial-A-Ride. Pre-COVID ridership was in any given month as many as 4,000 passenger trips per month. Since COVID began, ridership is less than half this amount. Detailed ridership data is provided as a separate attachment to this RFP.

LAVTA provides the following transportation services: Fixed Route Service; Bus Rapid Transit Service; On-demand services through the Tri-Valley through a partnership with Uber and Lyft; Dial-a-Ride Service; and Para-Taxi Service.

#### **A. County Connection ADA Paratransit Service (LINK)**

County Connection LINK is ADA complementary paratransit service. Any applicants for LINK must be found to be ADA eligible to participate in the program.

LINK service operates within County Connection's entire service area. LINK is offered to all eligible individuals with origins/destinations within 1.5 miles of County Connection's fixed routes (refer to service area map Attachment I). In certain circumstances, LINK services are available to eligible individuals with origins/destinations beyond 1.5 miles beyond fixed routes.

Historical data on the frequency of usage, home locations, and common destinations of such individuals will be provided to all Proposers. Proposers are encouraged to provide creative solutions to providing such services (e.g., use of taxi cabs contracting with Proposer).

LINK service is provided from during the following hours, based on County Connection's current fixed routes. (LINK operating times are subject to minor adjustments based on fixed-route changes.):

Weekdays: 5 a.m. to 10:30 p.m.

Weekends: 7 a.m. to 9:30 p.m.

LINK observes six (6) holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. Only limited BART ADA service is offered on these days. Reservationists are required to be on duty to take reservations and manage BART ADA services.

Reservations for LINK rides are taken from 8:00 a.m. to 5:00 p.m. seven days a week, including holidays. Rides are scheduled as late as 5:00 p.m. the day before the ride. Passengers can make a reservation as early as seven days in advance. Same day trips are provided subject to availability. About 60% of the service is currently scheduled on standing orders ("subscriptions").

The fares for all passenger trips are double the fixed-route rate each way. Cash fares are collected by LINK operators and the CONTRACTOR retains these funds as partial compensation for services under this contract. The fares collected should be identified and deducted from any billing submitted for the month invoiced. 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.

## **B. BART ADA Paratransit Service**

In addition to the LINK ADA service described above, County Connection provides paratransit service in central Contra Costa County for the Bay Area Rapid Transit District (BART). This service is offered for those traveling strictly 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, at times when County Connection fixed route buses are not running but BART is. The hours of operation for this service are the same as BART hours. These hours are:

Weekdays (5:00 am- Midnight)  
Saturday (6:00 am - Midnight)  
Sunday (8:00 am - 9:00 pm)

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 does not operate.

Detailed ridership data is provided as a separate attachment to this RFP.

### **C. LAVTA ADA Paratransit Service (Wheels Dial-a-Ride)**

Dial-a-Ride is an Americans with Disabilities Act (ADA) paratransit service. It provides accessible door-to-door transportation to eligible people with disabilities in the Tri-Valley. This shared-ride service is available whenever fixed-route service is operating.

Dial-a-Ride (DAR) service operates during the same days and hours as LAVTA fixed-route service.

- Weekdays: From 4:30 am to 1:30 am the next morning
- Weekend: From 5:00 am to 1:30 am the next morning

\*\*Please note the hours of operations above are based on pre-COVID service level.

LAVTA updated its paratransit policies, procedures, and practices in 2015. A copy of the Board-adopted policy is included as Attachment XII. Proposers are encouraged to review these policies and confirm that they will operate in accordance with these policies.

LAVTA currently provides DAR service by contracting the operations and maintenance of that service to a single firm that provides all services using multiple subcontractors. For the services rendered, the firm is paid based on an all-inclusive cost per trip rate. In this RFP, LAVTA is open to different service delivery approaches that can result in:

- Reduced costs
- More efficient use of resources
- Improved quality of service
- Reduced risk and claims
- Increased productivity specified in the proposal for the amount of service to be operated.

### **D. Other Non-ADA Services**

In addition to ADA Paratransit services as previously listed (LINK, BART, and Wheels Dial-a-Ride), County Connection requires the successful CONTRACTOR to provide several non- paratransit services to partners within the community. Currently two separate hybrid services exist: Route 250 to Saint Mary's College; and Alamo Creek flex-route. In addition to these scheduled services, County Connection requires other short-term special transportation services to be provided on an *ad hoc* basis (meals on wheels, vaccination trips, homeless

relocation, COVID-positive passengers, e.g.) as long as doing so does not interfere with the existing paratransit and hybrid 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. Within the hybrid services, microtransit options may be explored, thus requiring collaboration from the CONTRACTOR. As new technology becomes available, County Connection may elect to pursue these options for on-demand service, fare payment, real-time transit information, etc. and would discuss alternatives for implementation with CONTRACTOR.

- **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 II for more information that is detailed. Typically, the St. Mary's shuttle begins during the last week of August and ends in the last week of May. Currently the shuttle is in revenue service Thursdays and Fridays from 9:20 p.m. to 1:25 a.m. and Saturdays and Sundays from 6:20 p.m. to 1:25 a.m.

- **Alamo Creek-Demand Responsive Flex Route: (County Sponsored)**

The Alamo Creek Shuttle provides same day and advance reservation trips and is tailored to meet the needs of the Alamo Creek, Monterosso, and Ponderosa Colony communities (the County Service Area [CSA] T-1). This demand-responsive 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 a.m. to 9:00 a.m. and from 4:00 p.m. to 7:00 p.m. on weekdays, for a total

weekly platform of 52 hours.

- **Special Transportation Services:**

In addition to the three previously defined hybrid 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, LAVTA ADA, or the other hybrid services 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 (example of special services, to which CONTRACTOR may propose a special rate).

- **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 (1-2) requests per year. The winning CONTRACTOR will be required to provide such transportation upon request.

## **Section 2. County Connection Responsibilities**

### **A. Management**

The County Connection Director of ADA and Specialized Services 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 CONTRACTOR's Project Manager and the Manager of Accessible Services. To ensure optimal coordination, LAVTA's accessibility staff may also communicate directly with the CONTRACTOR's Project Manager where specific matters related to the administration of LAVTA service are concerned.

## **B. System Planning, Design and Administration**

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

## **C. Adjustment to Service**

Any adjustments to service shall be the prerogative of County Connection and LAVTA. However, County Connection expects to work closely with the CONTRACTOR on any such modification to provide efficient and responsive service. No operational change that affects service, scheduling, hours of operation, response times, or any other characteristics of County Connection and LAVTA services shall be made by the CONTRACTOR without the prior written approval of County Connection and LAVTA. County Connection may modify the service area by expanding or reducing it for fiscal, jurisdictional, geographic, coordination or passenger travel pattern reasons. County Connection reserves the right to engage and make additional awards to other CONTRACTORS to enable service expansion or to address other operational needs. The COVID pandemic has had a substantial impact on ridership, and it is unknown at this time when or if ridership will return to pre-pandemic levels.

Modifications made may affect up to twenty (20%) percent of the specified vehicle service hours (based on annual vehicle service hours for all 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 and LAVTA will notify the CONTRACTOR thirty (30) days in advance of any major service changes. Agreements regarding minor service changes in a shorter time may be possible through cooperative efforts of County Connection, LAVTA, and the CONTRACTOR.

During recognized emergencies County Connection or LAVTA may require significant changes to service profile without notice.

County Connection and LAVTA reserve 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 contract. Such changes may include adding social service type transportation models or incorporating other transit models and contracts to enhance the availability of the service.

**D. Coordination**

The CONTRACTOR will cooperate with County Connection, LAVTA, 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 public transit systems.

**E. Advertising and Promotion**

County Connection and LAVTA 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 and LAVTA 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 and LAVTA.

**F. ADA Eligibility**

County Connection and LAVTA are responsible for determining ADA certifications, disseminating certification information to the region, and maintaining an ADA paratransit eligibility database. County Connection and LAVTA will provide regular updates of ADA eligible passengers to the CONTRACTOR 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, and administrative support, and maintenance activities. Facilities to be provided to CONTRACTOR are located at 2477 Arnold Industrial Way, Concord, California. Additionally, telecommunication equipment, radio communication equipment, and basic office furniture, as well as major vehicle maintenance tools and supportive equipment, will be provided for CONTRACTOR use. Please refer to Attachment IV for a detailed description and list of provided vehicle maintenance tools and equipment.



CONTRACTOR may also use the existing on-site bus wash facilities in coordination with the County Connection fixed route bus maintenance department. It is important to note County Connection does not have fueling facilities capable of providing fuel for any vehicle dedicated to services defined by this RFP.

The LAVTA Atlantis Facility is located at 875 Atlantis Court, Livermore, CA 94551. The following facilities are available for the Contractor's proposed use at the Atlantis Facility:

- Two (2) Offices
- Restrooms
- Janitorial services for the facility
- Vehicle Storage for 18 Vehicles
- Landscaping services

Contractor may use the LAVTA-owned facilities solely for the purpose of operating LAVTA service or for maintenance and other uses directly associated with this LAVTA service. LAVTA's facilities shall not be used to perform vehicle maintenance or for the personal use by Contractor's employees.

#### **H. Provision of Revenue Vehicles & Vehicle Replacement**

County Connection shall provide the CONTRACTOR with 63 vehicles equipped with fully functional security camera systems. There will be enough vehicles to provide all transportation services as described by this RFP. Please refer to Attachment V for a complete vehicle list. Provided vehicles shall be used only for activities directly related to County Connection transportation services unless otherwise authorized.

The CONTRACTOR will be responsible for the maintenance of both the vehicles and camera systems. County Connection has a zero-tolerance policy when it comes to camera tampering and will request immediate removal of any employee who tampers with any camera, thus compromising the security of our passengers.

- DriverMate: County Connection uses a Trapeze based dispatching system called DriverMate. This system employs tablet computers that are mounted on the dashboards of vehicles to assist in dispatching. The CONTRACTOR will be responsible for maintaining, replacing, and paying for the shipping and handling of units during replacements.

**I. Service Monitoring**

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

**Section 3. CONTRACTOR Duties and Responsibilities**

**A. General duties**

The CONTRACTOR shall be responsible for the operation of County Connection LINK, LAVTA Wheels Dial-A-Ride, hybrid, and special services as defined by this RFP. This includes 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 and LAVTA, which may include service requested by member cities or the 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, no later than thirty (30) days prior to the start of service.

County Connection will provide 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 fares and transfers 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. CONTRACTOR shall provide personnel with experience in working with unions.

The CONTRACTOR shall be solely responsible for payment of all employees' and/or subcontractors' 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, unemployment insurance, and social security. The CONTRACTOR shall (indemnify), 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. 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 vehicle 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 after the term of the Contract.

### **C. Required Key Management Positions**

Subject to the approval of County Connection, the CONTRACTOR shall designate four key staff positions to appropriately manage all services defined by this RFP: a Project Manager; an Operations Manager; a Safety & Training Manager; and a Maintenance Manager. The four 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. Key positions may not remain vacant for more than

sixty (60) days (otherwise subject to liquidated damages equivalent to the fully burdened salary of the vacant position for each month) and must always have a temporary designee to assume the duties of the position until such position has been permanently filled. County Connection shall retain the right of refusal regarding any new hire or reassigned project management personnel.

**a. Project Manager**

The Project Manager will be rated on the following experience or equivalence. A minimum of five (5) years of experience in public transportation operations or similar industry that includes both logistics and customer relations, including five (5) 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 County Connection's Manager of Accessible Services. 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 County Connection.

County Connection shall have the right to demand replacement, for cause, of the Project Manager upon thirty (30) days' notice. Should the Project Manager leave the contract, the resume and qualifications of any proposed replacements 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 has 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 (4) weeks of the Project Manager's departure, County Connection will deduct from the subsequent invoice the estimated prorated value for that month of the Project Manager's 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

- Ensuring CONTRACTOR meets its contractual key performance indicators
- Communicating with passengers in a timely manner on any outstanding performance failures
- Arranging the assignment of back-up personnel and vehicles
- Hands-on supervision and analysis of the use of scheduling software (Trapeze, StrataGen, RouteMatch etc...)
- Distribution and/or collection of daily operating reports, transfer trips and fares
- Personal, unscheduled, periodic inspection of vehicles
- Preparation of daily, weekly, and monthly reports from the daily operational data and insuring the validity and integrity of all reports
- Oversight and coordination of emergency planning protocols
- Maintenance of project accounts
- Preparation of monthly invoices documenting all charges
- Immediate responsibility for any operational problems and/or passenger complaints, and accurately reporting of these problems to County Connection's Manager of Accessible Services in a timely manner

The CONTRACTOR shall have at least two (2) individuals available to fill in and "stand in the shoes" of the Project Manager on short notice when the Project Manager will not 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 all requirements contained therein.

The CONTRACTOR must submit the identity of these two (2) individuals in writing for County Connection approval prior to any planned absence of the Project Manager. 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 related services.

#### **b. Operations Manager**

CONTRACTOR shall designate an Operations Manager to assist the Project Manager in carrying out all activities related to operations. The Operations Manager will be rated on the following experience or equivalence.

- 5 years of paratransit operational experience or similar industries
- Proven record of service excellence
- Experience in emergency planning protocols

- Demonstrated ability to step in for the Project Manager on any given day
- Experience in hiring and training commercial drivers
- Hands-on expertise in scheduling software (Trapeze, StrateGen, RouteMatch, etc.)
- Experience directly supervising dispatch and/or scheduling departments. Any new or replacement Operations Manager's appointment is subject to County Connection approval.

**c. Maintenance Manager**

The Maintenance Manager is subject to County Connection approval and shall have a minimum of three (3) years journeyman level experience in commercial vehicle maintenance, including air conditioning systems and wheelchair lifts, as well as experience in directing the work of other maintenance personnel.

**d. Dispatchers and Schedulers**

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 have pre-existing scheduling software experience or participate in a comprehensive scheduling software training upon being hired. Dispatch personnel shall be proficient in professional supervisory techniques, radio protocol, and cooperative approaches with drivers and passengers.

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 adequately trained to handle incoming telephone calls about service and to make the appropriate responses as needed.

- CONTRACTOR shall designate a Dispatch Supervisor with a minimum of three (3) years of relevant experience. This position may not be counted toward minimum coverage requirement of one (1) 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.

Scheduling-only personnel are not required to have the amount of experience that dispatchers must have, but schedulers must be able to fill-in for dispatchers

on a temporary basis as needed. Schedulers must be experienced, proficient, or trained in monitoring the automated scheduling system and in making manual adjustments in order to produce efficient schedules on a daily basis, well in advance of vehicle pull-outs. This includes efficient vehicle rostering and establishment of baseline or template runs in order the scheduling system to make proper use of available resources.

**e. Road Supervision**

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service. The CONTRACTOR shall monitor a minimum of 1% of the total trips scheduled each day and submit a monthly report to County Connection/LAVTA. Monitoring shall include but not limited to:

1. Road Supervisors responding to drivers within a reasonable amount of time to aid them in the field
2. Public engagement with customers and professional staff at key trip generator locations.
3. Ensuring drivers are maintaining acceptable speed limits
4. Drivers are using safe and acceptable wheelchair tie down techniques
5. Vehicle are equipped with safety equipment (First Aid Kit, Fire extinguishers, flares, cones, etc.)
6. Vehicles have functioning tablets
7. Vehicles have working camera systems
8. Drivers are exiting the vehicle to assist passengers
9. Drivers are performing proper PASS training assistance
10. Ensuring the professional appearance of County Connection vehicles

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

**f. Vehicle Operators**

Vehicle operators must have a valid and fleet-appropriate California commercial driver's license and medical examination certificate, as well as any other licenses, endorsements, 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 ensure the ability to navigate the County Connection service area quickly and efficiently.

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 always be in uniform 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 trip sheets and driver's logs and/or manifests according to procedures approved by County Connection. Operators performing service for Routes 250 and the Alamo Creek Shuttle shall fill out passenger trip cards in accordance with 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 always maintain their vehicles in a clean and neat manner.

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.

**g. Mechanics**

CONTRACTOR shall provide the services of at least three (3) qualified Mechanics and one Maintenance Manager. The Maintenance Manager may serve as lead mechanic. The Maintenance Manager shall report directly to the Project



Manager. There must always be a mechanic physically on duty when there are LINK vehicles on the road.

#### **h. Employee Retention/Replacement**

In order to ensure continuity of service and minimize the impact to customers, County Connection encourages the CONTRACTOR to retain as many of the existing qualified driver, dispatch, and maintenance personnel, subject of course, to vetting for compliance with CONTRACTOR hiring standards.

#### **i. Safety Training Manager**

CONTRACTOR shall provide a Safety Manager that will be responsible for the on-going training of drivers and other personnel in compliance with FTA safety guidelines. The Safety Manager will also be responsible for developing and maintaining a safe work and service culture.

### **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 and LAVTA 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 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**

#### **a. Vehicle Operator Training**

Vehicle operators (drivers) providing services as defined by this RFP shall be trained in all operational procedures, including but not limited to the following:

- Map reading and orientation skills
- Overview of ADA regulations
- Overview of related state and local laws, such as for elder abuse reporting
- 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, passenger lifts and wheelchair securement systems, and other equipment, which may be expected to be used in County Connection paratransit or accessible fixed route services
- Annual documented refresher instruction
- Accurate completion of trip manifests
- Incident and accident reporting
- Fare collection and handling

Drivers shall be trained to assist passengers who use wheelchairs and other wheeled mobility devices in boarding and shall be trained in the correct procedures to operate all securement devices. Drivers shall also be trained to assist passengers with a variety of mobility aids and service animals, as well as ambulatory passengers who do not use such aids, but who may come to need assistance at any time.

#### **b. Call Center Training**

Reservationists and dispatchers providing service as defined by this RFP shall be trained in all Paratransit Operating procedures including but not limited to:

- Sensitivity training (once every two (2) years)
- Scheduling dispatching and reservations software (as needed)
- Customer Service training (upon employment and an annual refresher). A summary of the customer service training will be given to County Connection upon completion.
- Emergency preparedness training (the CONTRACTOR will perform training as part of the new hire process and will work with County Connection and LAVTA to conduct on-going Emergency Preparedness training annually).

#### **c. 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.

**d. 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 and all standard operating procedures, relating to the smooth day-to-day operation of LINK and Wheels Dial-A-Ride Services.

**e. Fleet Management**

Operations manager shall be responsible for managing the fleet and driver force, which enables them to keep deadhead below 14%. Using such methods as, in-field route relief, chain scheduling, and field breaks.

**F. Maintenance**

CONTRACTOR shall use County Connection and LAVTA paratransit facilities (see location map in Attachment III) and major maintenance tools, (Attachment IV), that are in place on June 30, 2022, to service, maintain and repair all County Connection vehicles required in connection with the operation of LINK, BART ADA, Route 250, 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 V 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.

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; fare box 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.

***LAVTA Contractor's General Maintenance Responsibilities.*** CONTRACTOR shall service, maintain and repair revenue and non-revenue service vehicles to the satisfaction of LAVTA. CONTRACTOR shall ensure that there are a sufficient number of operable vehicles available to meet all scheduled services in a safe and reliable manner.

Mechanical Maintenance. CONTRACTOR, at its sole cost and expense, shall provide all lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, required for the operation of all equipment pursuant to this Contract. CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, communication devices, and all other equipment to be used to perform this Contract.

All wheelchair lifts, tie-downs, and related equipment must meet ADA requirements found in 49 CFR Part 37 and Part 38. All wheelchair lift/ramp-related equipment shall be inspected, serviced, and lubricated at manufacturers recommended intervals necessary to ensure that the wheelchair lifts/ramps are fully operational whenever the vehicle is used in revenue service.

Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment temperature is comfortably maintained under all climate conditions at all times. Contractor shall maintain the A/C systems in an operable condition.

Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery.

CONTRACTOR shall use fuel as required under the law. CONTRACTOR shall maintain vehicles so as to minimize visible smoke emissions. CONTRACTOR shall be familiar with and comply with all CARB regulations. CONTRACTOR shall assist LAVTA with reporting requirements as needed.

LAVTA reserves the right to inspect vehicles and vehicle maintenance records at any time.

**a. 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 lessen 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 (45) 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.

**b. Tires**

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

**c. Body Work**

CONTRACTOR may 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; however, CONTRACTOR may propose alternative vendors in its efforts to meet the DBE goal.

**d. Vehicle Fueling**

CONTRACTOR is responsible for the purchase and fueling of all vehicles described in this RFP. Fuel is a pass-through cost and should be submitted separately. CONTRACTOR must submit all original invoices. All vehicles to be

provided use unleaded gasoline. Currently 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.

County Connection reserves the right to provide fuel for this contract in the future for vehicles used exclusively to provide the services described in the Scope of Work. Under those circumstances, the CONTRACTOR will plan to receive fuel at any of its own operating facilities and to have appropriate accountability and security features in place to ensure only authorized use of agency-provided fuel. **Consequently, any facilities identified for use under this contract must have the capability of accommodating on-site fueling if and when directed by County Connection.**

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, BART, Route 250, ...) 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.

While all current vehicles use gasoline it is important to realize that within the life of the contract, some vehicles may be transitioned to other fuel types.

**e. 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, corrosively 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.

**f. 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.

***LAVTA Vehicle Cleaning Management.*** Contractor is required to maintain the inside and outside appearance of vehicles in a neat, safe, and operable condition. Such cleaning shall include removal of dirt, debris, and graffiti. All vehicles used in revenue service must be cleaned on a daily basis. The interior shall be swept, dusted, and wiped down. Any damage to seat upholstery shall be repaired as soon as possible. Any bodily “releases” must be thoroughly cleaned and sanitized before vehicles can be returned to revenue service. Contractor is also to adhere to federal, state and local health orders as well as Centers for Disease Control and Prevention (CDC) guidelines regarding health and safety threats. LAVTA may, at its discretion, perform periodic inspections of vehicles to ensure proper cleaning procedures are being employed.

**g. 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 again 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.

#### **h. 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 deficiencies. 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 and LAVTA for all services. Fares are also subject to change during the course of the contract. 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 and LAVTA. CONTRACTOR shall assure each patron pays the appropriate fare prior to

being provided transportation service. Operators will, when requested by County Connection and LAVTA, hand out notices to passengers or otherwise render assistance regarding customer relations, promotion, monitoring, and supervisory functions. All fares collected shall be retained by the CONTRACTOR and the balance of fares owed will be deducted from each monthly invoice. CONTRACTOR will provide County Connection / LAVTA with a monthly report of fares collected along with those not collected or short paid.

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 and LAVTA. 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 and LAVTA 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. County Connection and LAVTA retain responsibility for any additional corrective actions with respect to non-payment of fares by customers.

#### **H. Software and Technology**

County Connection will supply the CONTRACTOR with all hardware and software necessary to use Trapeze® Version 18 currently being used for LINK and Wheels Dial-A-Ride 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. See Provision of Revenue Vehicles & Vehicle Replacement for details on Trapeze/Tablet systems. 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. Although County Connection will provide scheduling software, CONTRACTOR must provide a customer app and agency portal that provides the same or similar functionality to the “My Transit Manager” and “My Agency Portal” products described in Attachment XIV. These apps enable our customers to view service in real time as they travel, and it also allows our partner human service agencies to view their own clients’ trips, thereby reducing the number of calls and inquiries to our call centers.

County Connection shall provide radio communication equipment, currently Sprint

Push-to-Talk 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 service vehicles are equipped 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. The CONTRACTOR will be responsible for maintenance and replacements of defective tablets.

#### **I. Emergency Management**

County Connection is a 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 region's 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 comply with direction given under such circumstances in which the regional EOC has been activated and tasks given to County Connection as a result.

#### **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 15<sup>th</sup> 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 Manager of Accessible Services for County Connection.

**a. Service performance**

CONTRACTOR shall collect record and report to County Connection and LAVTA relevant operational data in a format to be approved by County Connection and LAVTA on a weekly and or monthly basis. Monthly reports are required within fifteen (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 and Wheels Dial-A-Ride 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, Wheels Dial-A-Ride, Route 250, Alamo Creek)
- Passengers per revenue hour, service hour, revenue mile and service mile
- Vehicle miles listed by service miles, deadhead miles and revenue miles
- Vehicle 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 fare box, pre-paid accounts, and agency billing)
- Trips by city
- Travel and on-board time per passenger
- No-Shows
- Late Cancellations (Dial-A-Ride)
- Missed Trips
- Complaints
- Commendations
- Cancellations
- Number of Denials by category
- Original fuel invoices and fuel charges for LINK service
- Maintenance summary by vehicle
- Wheelchair lift availability
- Wheelchair boarding, 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 (by weekday and weekend, to be reviewed and recalculated every three (3) years, per FTA recommendations)
- Number of standing trips
- Number of demand trips
- Number of same day trips
- Number of check rides/road observations
- Number of 90+ minutes trips (Dial-A-Ride)
- Number of 60+ minutes late trips (LINK and Dial-A-Ride)
- Number of 30–59-minute late trips
- Number of 15–29-minute late trips
- Transfer to/from trips with East Bay Paratransit at the East Dublin/Pleasanton BART Station (Dial-A-Ride)

Additionally, CONTRACTOR shall maintain daily driver manifests. The manifest does not have to be turned in to County Connection 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 Customer Service Form (CSF) 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 in 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 and 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
- Cancellations
- On time performance
- Late trips 30-59 minutes and 60+ minutes (after the window)
- Wheelchair lift availability

- Wheelchair boarding
- Average trip length
- Fuel usage by gallons and cost

#### **b. 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.

Fleet audits shall be conducted by County Connection once year. During that inspection, vehicles shall be selected randomly for inspections. Inspections include maintenance files.

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.
- Road call reports or work orders, for each road call, identifying date and time, vehicle number, problem, and mileage of vehicle.
- Monthly summary listing each vehicle, vehicle mileage, and vehicle miles since last preventive maintenance inspection, vehicle repairs and costs, vehicle fuel and lubricants consumption and vehicle road calls.
- 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 road calls and miles per road calls; 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.

***LAVTA Vehicle Reports and Records.*** The Contractor will maintain a current vehicle record containing the following information:

- Make
- Model and Year
- Vehicle Identification Number/Serial Number
- License Number
- Preventative Maintenance “Inspection” Reports
- Lift/ramp equipment (specify if ramp, lift, or none)
- Vehicle capacity (ambulatory, wheelchair)
- Owner of vehicle
- Exact location where the vehicle is garaged

Contractor shall provide LAVTA a monthly Road Call Report. The report should clearly delineate whether the service needed was “preventable” or “non-preventable”. “Preventable” Road calls result from deficiencies in regular routine maintenance, driver error, training errors and oversight, maintenance technician oversight or related issues. “Non-preventable” road calls are those which could not be anticipated.

#### **c. Financial records**

CONTRACTOR shall maintain financial records in keeping within current accepted accounting standards. All financial records 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 County Connection. The Project Manager shall submit a monthly invoice to the Manager of Accessible Services of County Connection for the services rendered during the reporting period, no later than 20 days following the end of the reporting

period. The invoice shall follow a format provided by the CONTRACTOR and approved by the Manager of Accessible Services. A sample invoice format is provided at Exhibit H.

A separate invoice shall be submitted for each of the services as outlined in Part II – Scope of Work:

1. County Connection ADA Paratransit Service (LINK)
  - a. With additional breakdown by the various “One Seat” categories
2. BART ADA Paratransit Service
3. LAVTA ADA Paratransit Service (Wheels Dial-A-Ride)
4. “Other” Non-Paratransit Services:
  - a. Saint Mary’s College (Route 250)
  - b. Alamo Creek Demand-Responsive Flex Route
  - c. Special Transportation Services as needed
  - d. Concord Police Department Special Requests

Each invoice will be broken down by the following categories:

1. Fixed Cost
2. Hourly Cost (broken down by billable hours x rate)
3. Fuel Cost (with calculation provided)
4. Deduction for fare credit
5. Amounts paid to DBE vendors
6. Other adjustments

The invoices shall be supported by such copies of invoices, payrolls, and other documents as may be required by the Manager of Accessible Services of 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.

**d. National Transit Database (NTD) Records/Reporting**

It shall be the responsibility of the CONTRACTOR to collect and report in a timely manner to County Connection and LAVTA 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 (1) per week) utilizing FTA approved sampling techniques or by collecting 100% of the data. All source documents shall be maintained for three (3) years following final payment and may be audited by County Connection, LAVTA, and/or FTA at any time within this period.

#### **Section 4. 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 (see Attachments XII and XIII for the County Connection and LAVTA performance standards, respectively) 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 / LAVTA shall periodically meet to evaluate performance of the LINK and Wheels Dial-A-Ride services 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 and LAVTA. 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.

##### **A. Liquidated Damages:**

For performance not delivered in accordance with this contract, County Connection shall incur additional expense; loss of confidence by system users; reputational damage to the program; and other damages to County Connection and the program. Substandard system performance causes passengers to file complaints and make multiple calls to confirm that trips are properly booked and will arrive on time. For this reason, Liquidated Damages shall be assessed against the CONTRACTOR for failing to meet certain standards (see Attachments XII and XIII). These attachments also include summaries of any incentives or disincentives associated with each standard, some of which are detailed in the next section.

For every business day that the CONTRACTOR is late in submitting documentation deliverable under this agreement, (for example, Monthly Ops

reports, Trip tickets, NTD and Complaint responses), liquidated damages of a \$25 per item, per day will be assessed against the CONTRACTOR.

**B. Incentives:**

- If schedule adherence exceeds 95% two (2) months in a row, CONTRACTOR shall be awarded a \$1,500 incentive to be used to continue to incentivize staff for good performance.
- If schedule adherence exceeds 97% two (2) months in a row, CONTRACTOR shall be awarded \$3,000 to be used to continue to incentivize staff for good performance.
- If productivity exceeds 1.60 two (2) months in a row, while schedule adherence does not fall below 92%, CONTRACTOR shall be awarded \$2,500 to be used specifically to incentive dispatch and scheduling staff for good performance.

**C. Disincentives:**

The Authority and the winning Proposer will work together over an agreed amount of time to develop an on-time performance improvement program. Upon the completion of the program the disincentives will become active.

Disincentives shall be applied to the CONTRACTOR if they continue to fall below performance standards already outlined in the contract. Disincentives will be applied to the invoice as less paid for the applicable month.

- If schedule adherence falls below 92% two (2) months in a row, a disincentive of \$1,500 will be applied against the CONTRACTOR.
- If schedule adherence continues to fall below 92% after two (2) months, a disincentive of \$2,000 will continue to be applied each month against the CONTRACTOR until schedule adherence is brought back up to contractual standards of 92%. Example: Month 1, 91%; month 2, 91%, disincentive of \$2,000 applied against CONTRACTOR. Month 3, 91%, a disincentive of \$2,000 applied against CONTRACTOR. Month 4, 92%, no disincentive applied.
- If productivity drops below 1.50 for two months in a row, a disincentive of \$1,500 will be applied against the CONTRACTOR. (When calculating productivity guests and attendants will not be counted)

## **Section 5. Safety Program**

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and 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.

## **Section 6. 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 (60) 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 Manager of Accessible Services shall be notified as soon as possible, and no later than within two (2) 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 Manager of Accessible Services immediately upon receipt by CONTRACTOR of such information. A complete written report of any accident shall be delivered to the County Connection Manager of Accessible Services 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.

## **Section 7. Customer Complaint/Commendation Procedure (County Connection)**

County Connection and LAVTA 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 Complaints 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. All complaints/commendations received by the CONTRACTOR through the call center or normal course of business shall also be entered into the CSF database (no exceptions). The CONTRACTOR shall investigate, respond, and update the database forms as soon as possible, but no later than seven (7) working days from receipt of complaint, except for complaints verified by County Connection as urgent. Urgent complaints shall be responded to by CONTRACTOR immediately (within 48 hours) upon receipt of complaint or notification unless otherwise noted. Liquidated damages may be assessed for late, incomplete, or inadequate responses. Such responses shall include an investigation by CONTRACTOR, a recommendation of corrective action and period for implementing such corrective action. 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. A closeout letter will be sent to the customer by the CONTRACTOR as a response to any complaint.

## **Section 7A. Customer Relations Policy and Complaint Procedures (LAVTA)**

LAVTA Customer Relations Program

### **I. INTRODUCTION**

Good customer relations are key to the future success of the Wheels system. Our customers include, but are not limited to, passengers, motorists, co-workers and other members of the public with whom we come into contact.

Good customer relations are important for several reasons. Good customer relations:

1. Encourages customers to continue to use our services that results in increased ridership and revenue;
2. Creates a favorable impression of the system and its employees;

3. Builds community support for public transportation; and
4. Reduces employee stress by applying strategies that assist in handling challenging situations with greater ease

The Wheels Customer Relations Policy does not advocate that the customer is always right. Occasionally customers may engage in provocative or undesirable behavior, but the professional Wheels employee consistently responds in a skilled and thoughtful manner to avoid making a bad situation worse.

The Wheels Customer Relations Policy, therefore, establishes a standard for customer relations for any employee representing the Wheels system and includes both frontline staff (bus operators, customer service representatives, road supervisors) and other administrative support personnel. The policy provides a working definition of the Professional Wheels Employee, a Preventable Customer Relations Incident and a Severe Customer Relations Violation.

Moreover, the policy provides guidelines to help employees deliver a high-quality product to customers in a consistent, courteous and professional manner, which honors the customer/service provider relationship and creates goodwill for the system.

Department Managers shall counsel employees who choose to engage in behavior that does not comply with the Wheels customer service policy.

## **II. THE PROFESSIONAL WHEELS EMPLOYEE**

Wheels employees are Professionals Who:

1. Make eye contact and speak courteously with customers (respectful language and tone of voice);
2. Display appropriate body language at all times;
3. Politely answer customer questions and keep passengers informed;
4. Politely enforce Authority policies;
5. Give customers the benefit of the doubt when appropriate.

For Bus Operators this definition includes:

1. Making eye contact, smiling and greeting each passenger as they board the bus;

2. Displaying appropriate body language at all times;
3. Speaking courteously and professionally to all customers;
4. Politely answering all customer questions, even if this requires that you seek assistance from a supervisor or dispatcher;
5. Waiting for customers attempting to catch a Wheels bus;
6. Politely enforcing Authority policies with emphasis on the positive aspects of each policy;
7. Operating all vehicles in a safe manner that respects the rights of other motorists and pedestrians; and
8. Giving all customers the benefit of doubt when appropriate.

### **III. PREVENTABLE CUSTOMER RELATIONS INCIDENT**

A Preventable Customer Relations Incident may be deemed if any employee representing the Wheels system fails to act in a reasonably expected manner to prevent it. In judging whether the employee's actions were reasonable, one seeks to determine whether the employee acted professionally and exercised patience, forbearance, and self-control under all conditions. The judgment of what is reasonable is based on this adopted definition, thus establishing a goal for its customer relations program.

This definition focuses on the actions of the employee. It is the commonly used definition in evaluating employee performance.

The concept of a Preventable Customer Relations Incident is a management tool which achieves the following goals:

1. It helps establish a customer relations standard for any employee representing the Wheels system;
2. It provides a criterion for evaluating individual employees;
3. It provides an objective for incident investigations and evaluations;
4. It provides a means for evaluating the performance of individual employees;
5. It provides a means for monitoring the effectiveness of any customer service program;



6. It assists in dealing with employee infractions;
7. It assists in the implementation of employee recognition programs.

#### **IV. SEVERE CUSTOMER RELATIONS VIOLATION**

A customer relations violation may be deemed severe if any employee representing the Wheels system directs threats, profanity, derogatory, abusive or embarrassing comments towards a customer, regardless of the customer's behavior.

#### **V. LAVTA CUSTOMER COMPLAINT PROCEDURES**

##### **Customer Service Database**

All complaints should be entered into the customer service database found at <http://user.govoutreach.com/wheels/support.php?cmd=shell>.

Complaints can be entered either by LAVTA or Contractor Staff or directly by the customer. Complaints entered by Staff can be taken over the phone or may come in through e-mail or social media message, in person, or regular mail.

When entering a complaint from e-mail or social media message all information from the message should be copied and pasted into the Customer Service database for follow-up. Written complaints received through the mail should be transcribed into the database.

Complaints entered via phone call should have as much information as possible. Staff should obtain contact information when possible, and as many details about the incident including time, and date, location, route number, bus number, route location and then information about what took place. Staff should then indicate in the required fields the request type, request area, problem category, and then assign the complaint to the appropriate staff member for follow up.

The web-based customer service form looks like this:

The screenshot shows a web browser window with the address bar displaying 'user.govoutreach.com/wheelty/editcase.php?cmd=new'. The page title is 'Add/Edit Request'. The form is titled 'New Request' and contains several sections:

- Reported By:** Includes fields for First name, Last name, Phone, Alternate Phone, Email, Address, and Zip code.
- Request Details:** Includes dropdown menus for Request type, Request area, Problem category, Valid, Assigned to, Entered via, and Status. It also has input fields for Incident Date, Incident Time, Incident Location, Bus #, Route #, Run #, Direction, and Driver.
- Description:** A large text area for entering the request details.
- Action taken/Response:** A section for providing a response, with a note that the message is automatically emailed to the customer when the request status is set to Closed. It includes an 'Insert reason' dropdown.
- Dates:** Fields for Date Expect Close, Date Entered (m/d/y), and Date Closed (m/d/y).

At the bottom of the form are buttons for 'Update & Exit', 'Update', 'Cancel', and 'Delete'. The browser's taskbar at the bottom shows various application icons and the system clock indicating 8:17 AM on 1/4/2018.

After the complaint has been entered either by staff or by the customer, a response acknowledging the complaint should be sent within 48 hours. If an e-mail address was provided the system will send an automatic notification that the complaint has been received. However, either by e-mail or telephone each customer should be notified by a staff member that the complaint has been received and is being investigated within 48 hours of receipt.

## Complaint Review

All complaints in the system are reviewed by a staff member the following business day to ensure that the investigation begins promptly. This could entail making sure the complaint is assigned to the proper person, that video downloads have been requested if appropriate, that “playback” has been done to provide any missing information in the database.

Complaints are currently divided into six basic areas.

1. Administration
2. Dial-A-Ride

3. Fixed Route
4. Go Tri-Valley
5. Maintenance
6. Shared Autonomous Vehicle

### **Fixed Route/Maintenance**

Fixed route and fixed route maintenance complaints are investigated by the Fixed Route contactor with oversight by LAVTA admin staff. The Fixed Route contactor will use tools provided by LAVTA to review on-board videos and maintenance staff will directly check on all maintenance issues. When the contractor is done with their review, they will put their findings in the internal notes section on the complaint. The contractor will change the status of the complaint to either Valid, Invalid, or Unable to Validate. LAVTA staff will make the final determination regarding complaint validity. Only LAVTA staff can close out the complaint.

### **Dial-A-Ride (Paratransit)**

Paratransit complaints are investigated by the Paratransit contractor with oversight by LAVTA paratransit staff. The paratransit staff will review records, talk to customers, listen to reservation calls etc. to investigate the complaint. The results of the investigation will be noted in the internal notes section of the complaint and the complaint will be reassigned to LAVTA staff for review and final determination of validity and closed out.

### **Go Tri-Valley (On-demand service)**

Go Tri-Valley complaints will be investigated by LAVTA staff and validated/invalidated as appropriate. Valid complaints will be promptly passed along to partner companies by the LAVTA Liaison for immediate follow-up.

### **Administration/Shared Autonomous Vehicle**

Administrative complaints such as bus stop issues, scheduling issues, fare issues etc. will be investigated by the appropriate LAVTA staff member and addressed.

Customers will be contacted regarding the resolution of their complaint once the investigation is done. Those customers that provided an e-mail address will receive an initial email when the complaint is first entered, and a closeout e-mail when the complaint is closed. Customers that only provided a phone number will receive a phone

call with their resolution. All complaint investigations should be completed within 5 days of receipt (except under extenuating circumstances), with a resolution and close out within 10 days.

### **ADA complaints**

The ADA complaint process is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits.

The complaint must be filed no later than 180 calendar days of the alleged discriminatory incident. Complaints can be entered via the Customer Service Database by the customer or by Staff for complaints filed by phone, e-mail, social media, or in person.

On the customer service complaint form, the topic of "ADA" should be selected. Complaints should be entered following the procedure outlined above. The investigation will take place using LAVTA's standard procedures with a resolution within 60 days.

### **Title VI complaints**

Complaints that indicate a violation of civil: "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Note that Title VI does not address gender discrimination. It only covers race, color and national origin. Other Civil Rights laws prohibit gender discrimination.

Should be entered in the system following the process outlined above with Title VI indicated as the topic. Customers with a Title VI complaint have the right to file a complaint with the LAVTA Title VI Coordinator. The complaint must be filed no later than 180 calendar days of the alleged discriminatory incident.

Once the initial complaint is entered the Title VI coordinator will contact the customer with information on how to file the complaint.

The preferred method is for the customer to file the complaint in writing using the Title VI Complaint Form, and sending it to:

Title VI Coordinator  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

Verbal complaints need to be transcribed by the Title VI coordinator onto the form.

Customers can also file a complaint with an external entity such as the Department of Transportation (DOT), a federal or state agency, or a federal or state court.

Should a complaint be filed with LAVTA and an external entity simultaneously, the external complaint shall supersede the LAVTA complaint and the LAVTA's complaint procedures will be suspended pending the external entity's findings.

### **Investigations**

Within 10 working days of receipt of the formal complaint, the Title VI Coordinator will notify the complainant and begin an investigation (unless the complaint is filed with an external entity first or simultaneously).

The investigation will address complaints against any LAVTA department(s). The investigation will be conducted in conjunction with and under the advice of LAVTA's third party claims adjuster.

The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. The complainant may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of the investigation.

The investigation will be conducted and completed within 60 days of the receipt of the formal complaint.

Based upon all the information received, an investigation report will be written by the Third-Party Claims Adjuster for submittal to the Executive Director.

The complainant will receive a letter stating the final decision of the Executive Director by the end of the 60-day time limit.

The complainant shall be notified of his/her right to appeal the decision. Appeals may be made to the DOT, the EEOC, or the DFEH.

## **Reasonable Accommodation**

A Reasonable Accommodation or Modification is a change, exception, or adjustment that LAVTA/WHEELS can make to its rules, policies, practices, and procedures to provide a customer with a disability an equal opportunity to use LAVTA's services.

The request should be made as specifically as possible and include information as to why the requested accommodation/modification is needed in order to allow the individual use LAVTA's services.

The request can be entered by the customer in the Customer Service Database, or they may send a letter to LAVTA's administrative office.

All complaints must be submitted in writing. If the complainant is unable to write because of a disability and needs assistance in completing the form, LAVTA staff will assist by scribing the complaint by phone.

LAVTA staff will begin an investigation within fifteen (15) working days of receipt of a written complaint. Staff will contact the complainant in writing no later than thirty (30) working days after receipt of complaint for additional information, if needed. If the complainant fails to provide the requested information in a timely basis, LAVTA shall administratively close the complaint.

LAVTA will complete the investigation within ninety (90) days of receipt of the complaint. If additional time for investigation is needed, the complainant will be contacted.

A written response will be prepared and will include a summary of the findings and recommended action. The complainant will have fifteen (15) working days from receipt of the response to appeal. If no appeal is received, the complaint will be closed.

## **Reports**

LAVTA's customer service database has a report feature. LAVTA uses this feature for daily reports of new complaints, and for tracking complaints on a monthly, quarterly, annually, or as needed basis.

For monthly reports, a report is run of all complaints for the prior month and the complaint categories are tallied along with whether the complaint was valid, invalid, or unable to validate. The results of these tallies are then reported to LAVTA's Board of Directors on a monthly basis. Additional reports are run as needed to determine trends, or for investigative purposes.

## **Section 8. 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 and LAVTA services. 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 (6) months of operation, notification will be required to County Connection for their dismissal.

## **Section 9. 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. 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/or LAVTA; and (3) contain standard cross liability provisions.

### **B. Automotive Liability Insurance**

Commercial Automobile Liability Insurance with a combined single limit of not less than ten million dollars (\$10,000,000) 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 and LAVTA; (5) be primary for all purposes; and (6) contain standard cross liability provisions.

### **C. 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 and LAVTA as loss payees. 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.

### **D. 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.

### **E. Employee Dishonesty/Theft**

See Exhibit F.

### **F. General Provisions**

All insurance shall contain the following provisions:

- Coverage shall be on an "occurrence" basis
- 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.
- The Liability policy must cover personal injury as well as bodily injury.
- The Liability policy shall include a cross-liability or severability of interest



endorsement.

- Broad form property damage liability must be afforded.
- 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.
- Policies shall name County Connection and LAVTA as additional insureds, 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 thereunder.

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 County Connection LAVTA and shall provide that such insurance shall not be materially changed, terminated, or allowed to expire except after thirty (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.

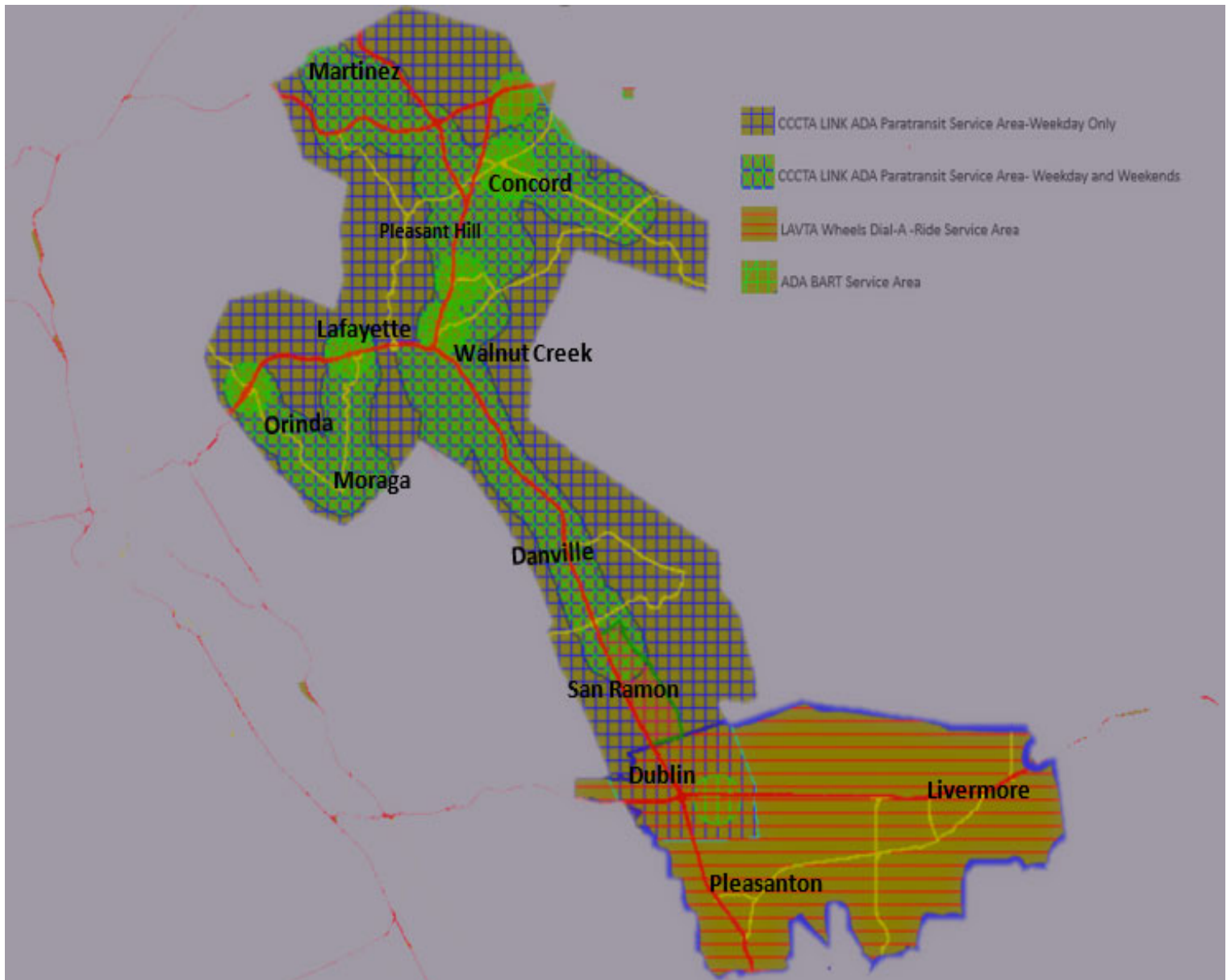
## **Section 10. Cost Reduction/Service Improvement Plan**

County Connection is seeking creative approaches to improving productivity and on-time performance of the existing system. Rather than attempt to design a methodology

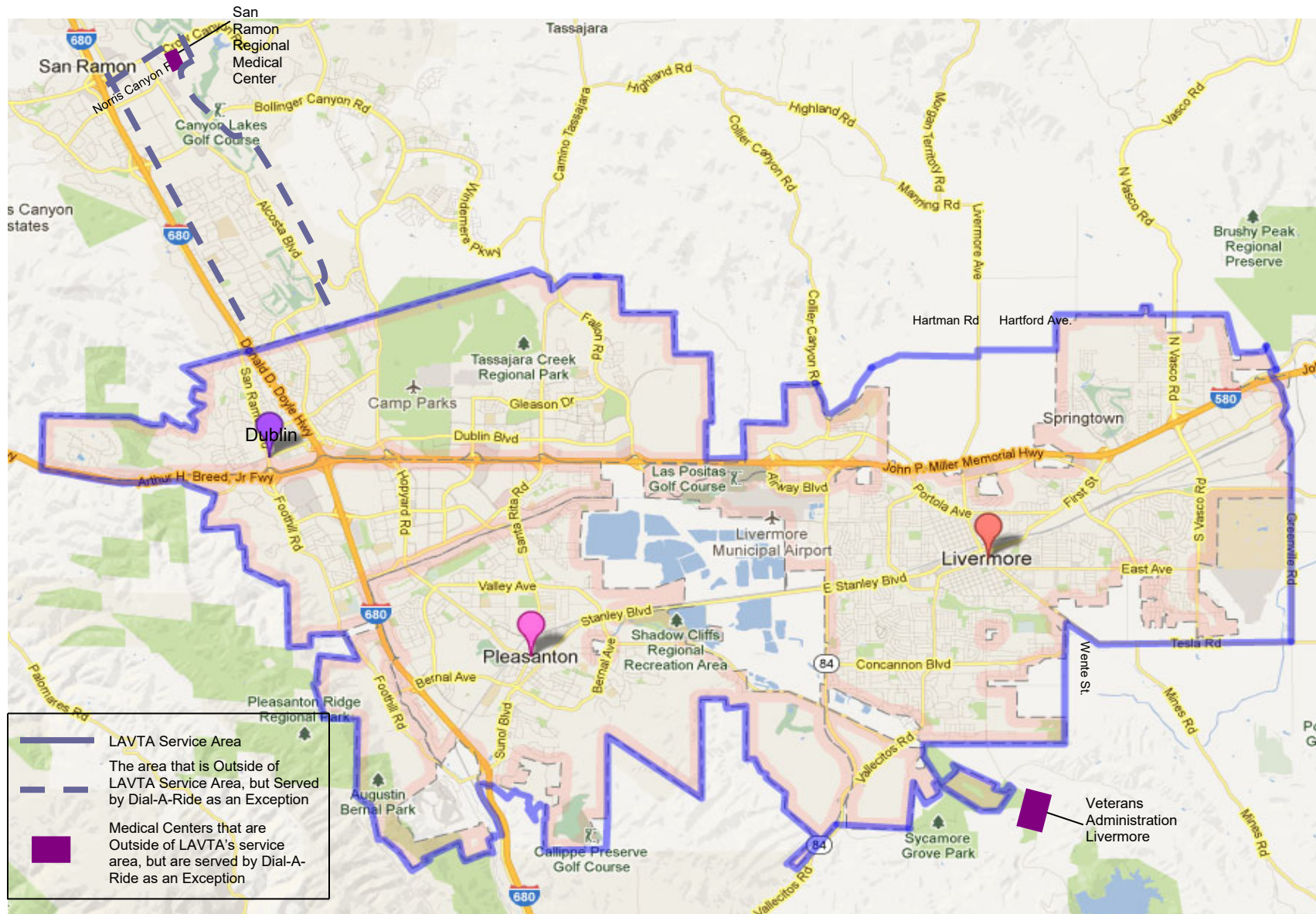
and force a CONTRACTOR to attempt to make the concept work, County Connection desires to draw upon the knowledge stores of CONTRACTOR having performed similar services in other areas across the country for new ideas. As such, Proposers are invited to analyze service requirements as provided in this RFP 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 Proposer's score, please refer to proposal scoring methodology. Proposer may want to take note that up to 200 points may be earned.

## **PART III – ATTACHMENTS, ENCLOSURES, & EXHIBITS**

## Attachment I -- Combined Service Area (County Connection, BART, LAVTA)



## Attachment I(A) -- LAVTA Service Area



## Attachment II -- Route 250 Schedule

### Route 250

to Saint Mary's College

to Lafayette BART

Lafayette BART  
(A)

Moraga Rd/  
Rheem Blvd  
(B)

Saint Mary's  
College  
(C)

Saint Mary's  
College  
(C)

Moraga Rd/  
Kendall Cir  
(B)

Lafayette BART  
(A)

Thursday - Friday / jueves a viernes

9:35	9:47	9:55	10:02	10:05	10:22
10:35	10:47	10:55	11:02	11:05	11:22
12:05	12:17	12:25	12:40	12:43	1:00
1:15	1:27	1:35	-	-	-

Saturday / sábado

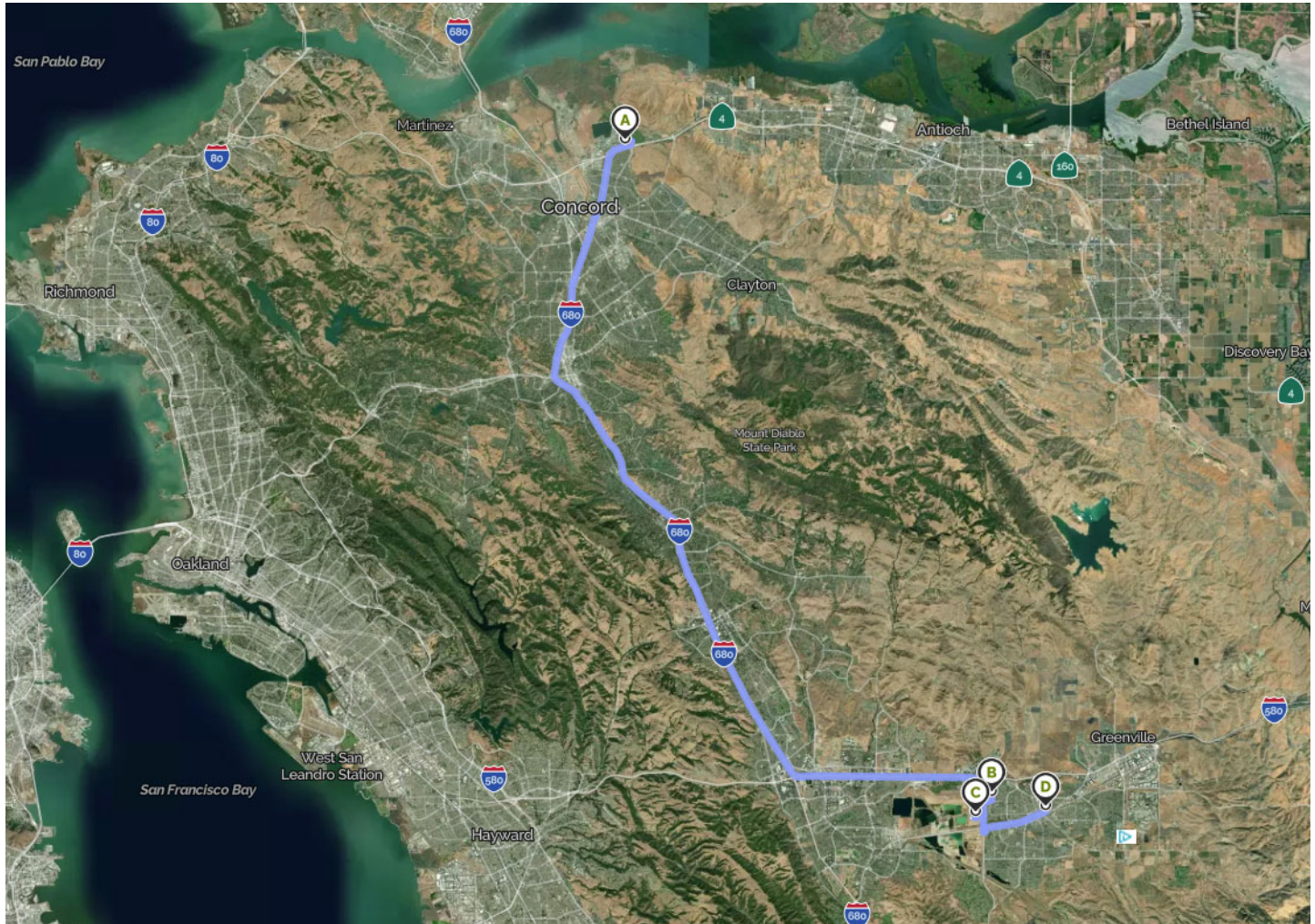
-	-	-	6:30	6:42	6:50
6:53	6:56	7:13	7:30	7:42	7:50
7:53	7:56	8:13	8:30	8:42	8:50
8:53	8:56	9:13	9:58	10:10	10:18
10:21	10:24	10:41	10:58	11:10	11:18
11:21	11:24	11:41	11:44	11:56	12:04
12:10	12:13	12:30	12:53	1:05	1:13

Sunday / domingo

6:38	6:50	6:58	7:01	7:04	7:21
7:38	7:50	7:58	8:01	8:04	8:21
8:38	8:50	8:58	9:08	9:11	9:28
10:11	10:23	10:31	10:45	10:48	11:05
11:20	11:32	11:40	11:45	11:48	12:05
12:15	12:27	12:35	12:40	12:43	1:00
1:05	1:17	1:25	-	-	-



## Attachment III -- Operating Locations



*Facilities/Site Map*

**Point A: County Connection Facility- 2477 Arnold Industrial Way Concord, CA**  
Site contains: Bus Yard, Maintenance Facility, Dispatch and Scheduling, and Administrative Offices for County Connection Link Paratransit Services

**Point B: LAVTA Facility-1362 Rutan Ct. Livermore, CA**  
Site Contains: Administrative Offices for LAVTA

**Point C: LAVTA Facility- 875 Atlantis Dr. Livermore, CA**  
Site contains: Bus Yard for LAVTA's ADA Paratransit Vehicles and Dispatch Office

**Point D: LAVTA Facility- 2500 Railroad Av. Livermore, CA**  
Site Contains: LAVTA's Customer Service Office

## Attachment IV -- Shop Tool Asset List

As part of the program infrastructure, the following items are located in the County Connection maintenance facility and available for use by the CONTRACTOR. So long as the items are functional, they shall remain in place until they have reached end of life cycle. If any items need to be replaced, the cost will be borne by the CONTRACTOR unless the replacement value exceeds \$10,000. Inspection of these items during the facility tour can be arranged.

DESCRIPTION	REPLACEMENT COST
Brake Lathe	\$6,365.10
Lift, Vehicle	\$13,554.00
Air Compressor	\$11,900.76
Freon Recycler	\$5,291.80
Pump, Motor Oil	\$2,640.00
Pump, ATF	\$2,729.87



# Attachment V – Paratransit Vehicle Inventory

Vehicle												Seating includes driver					
Vehicle Type	I.D. Number	Make	Vehicle #	License #	Year	Mileage as of 1-05-2022	Rep la cemen t Year	Seats	Body Type	Type							Vehicle Length
CUT AWAY	1FDDE4FS9KDC02243	FORD	19L01	1558008	2019	37734	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2KDC02244	FORD	19L02	1556753	2019	37780	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4KDC02245	FORD	19L03	1555424	2019	45633	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS6KDC02246	FORD	19L04	1555425	2019	50117	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS8KDC02247	FORD	19L05	1556744	2019	51097	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FSXKDC02248	FORD	19L06	1555426	2019	56407	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS1KDC02266	FORD	19L07	1556799	2019	44209	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4KDC02259	FORD	19L08	1451040	2019	48733	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FSXKDC02251	FORD	19L09	1556754	2019	45318	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS1KDC02252	FORD	19L10	1556755	2019	44913	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2KDC03295	FORD	19L11	1558235	2019	45793	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2KDC09288	FORD	19L12	1558002	2019	43829	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2KDC09291	FORD	19L13	1556667	2019	49271	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS9KDC02256	FORD	19L14	1555427	2019	42545	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS0KDC02257	FORD	19L15	1555428	2019	41120	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2KDC02258	FORD	19L16	1556745	2019	41694	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4KDC02262	FORD	19L17	1556798	2019	42025	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS0KDC02260	FORD	19L18	1556670	2019	44118	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2KDC02261	FORD	19L19	1556746	2019	42444	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4KDC09292	FORD	19L20	1558100	2019	51887	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS6KDC02263	FORD	19L21	1555431	2019	45921	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS8KDC02264	FORD	19L22	1555432	2019	52734	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FSXKDC02265	FORD	19L23	1555433	2019	55091	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS5KDC09267	FORD	19L24	1556666	2019	57056	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS5KDC09270	FORD	19L25	1558000	2019	56430	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS0KDC03294	FORD	19L26	1556669	2019	54037	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4KDC09289	FORD	19L27	1558098	2019	50311	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS7KDC02255	FORD	19L28	1558009	2019	45065	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS7KDC03289	FORD	19L29	1556671	2019	50731	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS7KDC03292	FORD	19L30	1556757	2019	51559	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS7KDC09268	FORD	19L31	1558099	2019	44591	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS7KDC09271	FORD	19L32	1558097	2019	57083	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS0KDC09290	FORD	19L33	1558001	2019	43396	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS8KDC02250	FORD	19L34	1558096	2019	40071	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS5KDC02240	FORD	19L35	1558006	2019	42990	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS3KDC03290	FORD	19L36	1555434	2019	54509	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS9KDC03293	FORD	19L37	1556747	2019	62253	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS9KDC09269	FORD	19L38	1558007	2019	42507	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS9KDC09272	FORD	19L39	1558003	2019	51122	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4KDC03296	FORD	19L40	1556748	2019	46110	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS5KDC02254	FORD	19L41	1556756	2019	42447	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS5KDC03291	FORD	19L42	1555435	2019	43679	2025	16 + 5	Aerotech	E-450	22 Feet						22 Feet
Micro Mini	2C7WDGBG2JR209882	DODGE	19L43	1577384	2018	4108	2025	6 + 1	CARAVAN	Micro Mini	17 Feet						17 Feet
Micro Mini	2C7WDGBG2JR216721	DODGE	19L44	1577389	2018	12461	2025	6 + 1	CARAVAN	Micro Mini	17 Feet						17 Feet
Micro Mini	2C7WDGBG8JR243213	DODGE	19L45	1577391	2018	13769	2025	6 + 1	CARAVAN	Micro Mini	17 Feet						17 Feet
CUT AWAY	1FDDE4FS1JDC01438	FORD	18L01	1551026	2018	79151	2024	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS3JDC01439	FORD	18L02	1550815	2018	63091	2024	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS0JDC02628	FORD	18L03	1550814	2018	31325	2024	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDEE3FL6FDA08448	FORD	15L01	1424787	2015	73744	2021	9 + 2	Aerotech	E-350	21 Feet						21 Feet
CUT AWAY	1FDEE3FL8FDA08449	FORD	15L02	1424780	2015	72682	2021	9 + 2	Aerotech	E-350	21 Feet						21 Feet
CUT AWAY	1FDEE3FL4FDA08450	FORD	15L03	1424781	2015	70952	2021	9 + 2	Aerotech	E-350	21 Feet						21 Feet
CUT AWAY	1FDEE3FL0FDA06999	FORD	15L04	1424784	2015	83372	2021	9 + 2	Aerotech	E-350	21 Feet						21 Feet
CUT AWAY	1FDEE3FL1FDA07000	FORD	15L05	1424785	2015	93217	2021	9 + 2	Aerotech	E-350	21 Feet						21 Feet
CUT AWAY	1FDDE4FS0FDA07006	FORD	15L06	1424764	2015	124683	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS4FDA07008	FORD	15L07	1424763	2015	136997	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS6FDA07009	FORD	15L08	1424762	2015	115414	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2FDA07010	FORD	15L09	1424777	2015	135185	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS8FDA04242	FORD	15L10	1424786	2015	108574	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FSXFDA04243	FORD	15L11	1424779	2015	144178	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS1FDA04244	FORD	15L12	1424765	2015	98837	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS3FDA04245	FORD	15L13	1452612	2015	136792	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS5FDA04246	FORD	15L14	1424778	2015	138857	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet
CUT AWAY	1FDDE4FS2FDA07007	FORD	15L15	1452698	2015	112507	2021	16 + 5	Aerotech	E-450	22 Feet						22 Feet

# Attachment VI – LINK Operating Standards

The CONTRACTOR shall render transportation service in accordance with the following operating standards:

- CONTRACTOR shall render Curb-to-Curb service with Door to Door upon request in accordance with our Riders Guide. (Curb-to-Curb service is defined as 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 the sidewalk or other waiting area. Drivers may NOT enter a residence and must keep the vehicle within sight at all times)
- CONTRACTOR shall at all times render safe, courteous service in accordance with all applicable laws, ordinances, and regulations.
- Shared rides must be utilized as much as possible.
- Passengers must be picked up at the time printed on the manifest or displayed on the MDT/Tablet under normal operating conditions. Repeated failure to comply with this standard without reasonable cause shall be grounds for the termination of this contract.
- The CONTRACTOR shall make sure that skilled dispatchers ensure passenger ride time is comparable to fixed route bus trip.
- CONTRACTOR shall insure that no unauthorized passengers are transported while engaged in providing ADA complimentary paratransit service under this contract.
- The CONTRACTOR shall consult with County Connection before refusal of service to any consumer.
- Drivers must make a reasonable effort to locate a rider before “No-showing” them. Reasonable efforts shall include, but not limited to, getting out of their vehicle, and searching for the rider, calling out the rider’s name at the pick-up location and identifying themselves as LINK drivers.
- Passengers shall be allowed five (5) minutes to report for boarding measured from the time the vehicle arrives at the pick-up address and the driver notifies the passenger of his/her arrival. The driver may ask the passenger to board early if they arrive early but cannot force the rider to board before the pick-up window. If the rider fails to acknowledge the vehicle’s presence and report for boarding within five (5) minutes, the driver shall report the trip as a no-show and obtain instructions from dispatcher. In the event that the driver arrives five (5) minutes or more before the scheduled pick-up window, passenger shall have until five (5) minutes after the start of the window to report for boarding.

# Attachment VII – LINK Driver Standards and Duties

CONTRACTOR shall insure that all drivers assigned to service under the agreement comply with the following standards or eligibility and performance:

- Each driver must possess a valid driver's license and permits as required by the State of California and the localities in which the vehicle will be operated for operation of the class of vehicle to be operated and shall be trained in the proper operation of the vehicle and its accessories.
- No driver shall be assigned as a driver, if said driver has more than one (1) moving traffic violation within the previous twelve (12) months. Drivers shall not be penalized for moving violations resulting from the driver using the HOV lane while in LINK revenue service.
- Except for non-vehicular related suspensions, no individual whose license has been suspended will be assigned as a driver unless two (2) years have elapsed since the end of said suspension and the driver has had no moving traffic violations during said two (2) years.
- Driver must be a licensed driver for a minimum of two (2) years, speak, read, and understand English and be at least 20 years old.
- While on duty, driver shall wear a name tag visible at all times.
- Driver shall wear an informal uniform to be purchased and maintained by the CONTRACTOR as follows: Dark blue "Dockers" type trousers, shorts, or skirt. Short or long sleeved light blue oxford cloth shirt, coordinated socks, and low-cut black or blue athletic shoes. During cool or cold weather, driver may, in addition wear navy blue cardigan type sweater or navy-blue jacket. Uniforms shall be kept clean and neat at all times. Hoodies that hide the face or identity of the driver are not allowed.
- Driver shall check rider identification and verify that the rider's name matches the name on the manifest. If the driver suspects someone may be fraudulently using the service, the CONTRACTOR must promptly report it to County Connection.
- Drivers shall accurately and diligently collect all data required by County Connection to be used in preparing reports and passenger surveys.
- Drivers may not use personal cell phones for any personal business while the vehicle is in motion and while passengers are present.
- Drivers shall collect and safeguard all fare in accordance with the agreement.

- Drivers shall attend required training including, but not limited to, First Aid/CPR, BTW, Wheelchair securement, passenger assistance and sensitivity.
- CONTRACTOR shall keep a list of active drivers including date of hire and most recent defensive driving, PASS, First Aid/CPR, sensitivity for County Connection's audit, upon request. List shall be updated monthly.
- Before assigning a driver to service for County Connection LINK, CONTRACTOR shall conduct or have conducted a state of California Department of Justice Fingerprint criminal background check. A person, who has been convicted of certain crimes, may be ineligible to provide ADA paratransit services to a vulnerable population, which includes disabled persons and the elderly.
- Drivers shall not solicit or accept gratuities or any other money or favors from passengers except the fare they are directed to collect.

# Attachment VIII – Vehicle Standards

In the provision of service under this contract, CONTRACTOR shall at all-time adhere to the following vehicle standards:

## **General Specifications:**

- Each vehicle shall be maintained in accordance with the vehicle manufacture's recommended service intervals for such vehicles when used under rugged duty conditions. CONTRACTOR shall keep complete vehicle maintenance records by vehicle. Such records shall be available for inspections by County Connection during our Random Fleet inspection program. CONTRACTOR shall prepare and submit to County Connection such vehicle maintenance records upon request.
- Lifts and other installed accessories including radios, mobile data terminals, and cameras shall be maintained in accordance with the recommendations of the respective manufacturer.
- All vehicles shall be maintained in good overall operating conditions.
- Vehicle's exterior shall be washed at least once a week in all seasons.
- Vehicle's interior shall be swept and cleaned up each day and thoroughly cleaned (scrubbed) once per week.
- All vehicles shall have exteriors free of broken mirrors, broken windows, excessive grime, rust, chipped paint or major dents or body damage, which detracts from the overall appearance of the vehicle. Minor damage must be repaired within 72 hours. Vehicles with major body damage must be removed from service until the damage is completely repaired.
- Passenger compartments shall be free from torn upholstery or excessively worn floor covering. Seats shall not be broken, damaged, or have protruding sharp edges.
- Each vehicle shall maintain air conditioning and heating systems adequate for the climate conditions of the area and maintained in good working order.
- The interior temperature of the vehicle shall be maintained at a comfortable level.
- Graffiti shall be immediately removed.
- Each vehicle shall be equipped with a fully charged certified and non-expired fire extinguisher of the proper type for the vehicle and a first aid kit.

- Each vehicle shall have a functioning speedometer, properly calibrated, indicating distance travelled in units of tenths of a mile.
- Each vehicle shall have sufficient functioning interior lights within the interior compartment.
- Each lift van shall carry in a secure space, a functioning boarding chair (standard collapsible wheelchair without footrest will suffice).
- Each vehicle must be equipped with a communications device and or tablet.
- Each vehicle shall carry warning flares and triangles.
- Each vehicle shall meet all safety and mechanical standards established by County codes, State statutes and Federal regulations and have passed all required inspections.
- County Connection may inspect, at any time, any, or all vehicle in accordance with their Annual Fleet Inspection Program. A vehicle is subject to immediate removal from service if deemed by County Connection to be unsafe or otherwise in violation of these standards.
- No advertising material shall be placed or posted inside the vehicle or passed out to passengers by drivers unless authorized by County Connection. No advertising materials shall be affixed to the outside of the vehicle. County Connection may direct CONTRACTOR to post or distribute material relating to the operation of the program in the vehicle.
- Drivers and passengers must be secured in seat belts at all times the vehicle is in operations subject to compliance with ADA requirements.
- Wheelchair and other mobility aids shall be secured with a securement system meeting the standards established by the Americans with Disabilities Act and its applicable regulations. Adequate securement materials shall be carried in the vehicle at all times for all wheelchair or other mobility aid positions in the vehicle.
- Any fines incurred in the operations of the vehicle, including parking violations, shall be the sole responsibility of the CONTRACTOR.
- CONTRACTOR shall ensure that all safety and securement components are tested by driver or maintenance personnel daily prior to engaging vehicle in service, defects are noted, and that all defects identified are corrected in accordance with manufacturers' specifications prior to vehicle being placed in service.

# Attachment IX -- Emergency Preparedness Plan

Following natural (technological or human caused) emergencies, local emergency management establishments may request the resources of the Central Contra Costa Transit Authority. County Connection will depend on its CONTRACTOR(S) to fulfill request for support to any and all response efforts. CONTRACTOR will be compensated for such efforts pursuant to rates set forth in the agreement.

This protocol establishes the mechanism in which to best collaborate responses to incidents and disasters:

- CONTRACTOR must maintain and update as needed current call down information for use by County Connection during business hours, after hours and on weekends/holidays for the purpose of alert notification and mobilization of resources.
- The CONTRACTOR will provide appropriate staff training so as to maximize availability and capability of essential personnel to support operational continuity and respond to emergency service request.
- In the event of a regional emergency requiring Paratransit resources, County Connection will activate its Emergency Operations Center (EOC) to coordinate response activities.
- If it is anticipated that resources of the CONTRACTOR will be needed to support response efforts, County Connection will notify the CONTRACTOR to activate its Incident Command Post in order to coordinate response efforts.
- Upon activation and throughout response to emergency situations, the CONTRACTOR'S ICP will advise County Connection's EOC regarding resource availability and resource limitations.
- The CONTRACTOR will leverage all available resources to support service continuity while also responding to emergency request, up to and including on-going 24-hour operations.
- CONTRACTOR resources, used during an emergency response will remain under the control of the County Connection, in relation to the emergency.
- The CONTRACTOR must provide separate invoices to County Connection for emergency services based on existing cost agreements plus any markup agreed to in advance and in writing by County Connection. Such invoice will be provided in a format that is agreeable to the Federal Emergency Management Agency requirements.
- All liability and responsibility for CONTRACTOR personnel remains under the authority of the CONTRACTOR per the terms and conditions of the existing contract.
- County Connection may provide emergency kits for each vehicle.

# Attachment X -- Call Center Management

## A. Reservation Calls

The CONTRACTOR shall be responsible for taking telephone reservations for service. Pre-COVID, the reservations line received between 3500-4300 calls a month. The CONTRACTOR shall maintain and staff the current reservation phone number. Reservations shall be taken one to seven days in advance between the hours of 8 a.m. to 5 p.m., seven days a week. Reservations may be made up to seven (7) days in advance. Riders are also allowed to place standing orders for regularly occurring trips. (i.e., “standing orders” or “subscription trips”) up to the limits established by the ADA.

The types of reservations that can be made include:

- Single trip requests
- Multiple trip requests
- Standing orders
- Regional trips connecting to other ADA providers
- Reservations resulting in being placed on the standby list
- One-seat rides (“transferless” cross-jurisdictional trips)

For each trip request, the CONTRACTOR reservation center staff shall deal with the call according to standard operating procedures prepared by the CONTRACTOR and agreed to by the agencies prior to the start of service.

## B. Customer Service Calls

The CONTRACTOR shall be responsible for the following customer service functions that are provided primarily by telephone:

The CONTRACTOR shall answer phone calls from riders during all the hours that ADA paratransit is operating, which is approximately between 4:00 a.m. and 12:30 a.m., or from first pick-up to through last drop-off. Pre-COVID, the customer service line received between 7800-8100 calls a month.



# Attachment XI -- Wheels Dial-A-Ride Operating Policy

**Policy Adoption Date – 7-6-2015**

This Wheels Dial-a-Ride Operating Policy (“Policy”) consolidates and clarifies LAVTA policies and regulations related to the Wheels Dial-A-Ride service. This Policy has been developed to meet or exceed all applicable state and federal laws and regulations.

## **SERVICE CHARACTERISTICS**

### **ADA Paratransit**

Public transportation systems that provide fixed route transit service are required by law to provide a complementary paratransit service. Pursuant to this mandate, LAVTA provides the Wheels Dial-A-Ride paratransit service.

### **Demand Response**

Dial-A-Ride is a demand-responsive transportation service.

### **Shared Ride**

Dial-A-Ride is a public shared ride transportation service.

### **On-Board Travel Times**

A trip on a Dial-A-Ride paratransit vehicle takes approximately the same amount of time as a similar trip on a Wheels fixed route bus, including travel time to and from a bus stop, and any transfer time.

### **Trip Priorities**

Dial-A-Ride does not assign priorities by trip purpose.

### **Door-to-Door Service**

Dial-A-Ride is a door-to-door, origin-to-destination service subject to the limits described in Section 2 of this Policy.

### **Passenger Assistance**

Subject to the limits described in Section 2 of this Policy, drivers will provide assistance in boarding and deboarding the vehicle, upon request. Assistance may include helping a passenger to or from the door of their origin or destination (no further than public lobbies), guiding a passenger to or from the vehicle, lending a steady arm for balance, finding a seat, or securing a mobility aid.

Drivers will not provide assistance that involves lifting or carrying a passenger. Passengers in need of extensive assistance should arrange to travel with a Personal Care Attendant (PCA).

Driver assistance with grocery and shopping bags of reasonable weight or luggage is limited to two (2) trips (four bags total) from origin to vehicle, and from vehicle to destination. Driver may set bags outside a front door but will not enter a private residence.

### **Service Area**

Dial-A-Ride service area is complementary to the LAVTA fixed route service area and generally consists of the cities of Livermore, Dublin, and Pleasanton. See *Attachment A* for the Dial-A-Ride service area map

### **Livermore Veterans Affairs Medical Center Service Area Extension**

The Livermore Veterans Affairs Medical Center is located in unincorporated Alameda County, south of the City of Livermore. Direct service between the Dial-A-Ride service area and this medical facility is provided as an extension of the regular service area.

### **Southern portion of San Ramon Service Area Extension**

LAVTA and the Central Contra Costa Transit Authority have a reciprocal agreement that allows each operator to provide direct service from one system to the other, allowing a passenger to avoid the transfer at the Dublin/Pleasanton BART station if the transfer would have an undue negative effect on the passenger.

As a general rule, given the very close proximity and boundaries of the two service areas, the reciprocal agreement provides for direct service between the Dial-A-Ride service area and the southern portion of San Ramon, bordered by the I-680 to the West, Norris Canyon Road to the North, Alcosta Boulevard to the East, and the City of Dublin city limits to the South.

### **Service Hours**

Dial-A-Ride service operates during the same days and hours as Wheels fixed-route service.

## **DRIVER AND RIDER CODE OF CONDUCT**

### **Drivers are not Permitted to:**

Escort a passenger beyond the ground floor lobby of a public building, beyond the lobby of a multi-unit residential building, or beyond the front door of a private residence.

Perform any personal care assistance for any passenger. Examples include assisting with dressing, grooming, or administering medicine.

Accept tips or gratuities.

Wait for a passenger to make a stop to conduct business, such as at an ATM/Cash machine or pharmacy.

Smoke, eat, or drink (except for water) in the vehicle while servicing a trip.

Use a cell phone for personal calls, play loud music, or wear headphones.  
Neglect acceptable standards of personal hygiene.  
Dress in an unprofessional manner.  
Forget to wear their badge.  
Be rude or harassing to the passengers.  
Commit violent or illegal acts.

**Riders are not Permitted to:**

Eat or drink (except for water) on vehicles, unless doing so is medically necessary.  
Play radios or music at a volume loud enough to be heard by the driver or other passengers.  
Litter on the vehicles.  
Neglect acceptable standards of personal hygiene.  
Distract the driver or interfere with the operations of the vehicle or equipment.  
Block the aisle with their mobility aids.  
Carry fireworks, flammable liquids, or weapons aboard the vehicle.  
Use abusive, threatening, or obscene language to other riders or any LAVTA/Dial-A-Ride staff.  
Commit seriously disruptive (including violent) or illegal acts.

**ELIGIBILITY**

**Eligibility Definitions**

Individuals who, because of physical or developmental impairment, cannot utilize fixed route transit, no matter how accessible, are eligible for Dial-A-Ride service. This eligibility requirement is generally synonymous with inability to “navigate the system.”

Those individuals who can use fixed route transit, but who, because of physical or developmental impairment, cannot access their desired route, or cannot access their final destination after leaving a fixed-route vehicle, are also eligible for Dial-A-Ride service.

**Eligibility Determination**

The Dial-A-Ride eligibility determination process includes submittal and review of a paper application and the applicant’s Medical Care Professional’s verification.

LAVTA will process ADA Paratransit applications for the residents of Livermore, Dublin, Pleasanton, and Sunol.

LAVTA will process all applications within twenty-one (21) days of receipt.

## **Children’s Eligibility**

To be determined eligible for Dial-A-Ride service, a child with a disability who is not able to use fixed-route bus service independently must show that his or her disability -- rather than age -- causes the child’s inability to use fixed-route bus service independently

For children younger than five (5) years of age, LAVTA evaluates the functional ability of the *child with an adult*, as opposed to the child alone. LAVTA certifies a child with an adult as paratransit-eligible if the child’s disability prevents him or her from using fixed-route bus service when accompanied by an adult.

In the event a child younger than five years of age with a disability is able to use fixed-route bus service when accompanied by an adult, the child would generally not be eligible for paratransit.

## **Visitor Eligibility**

The right to paratransit services as mandated by ADA cannot be restricted based on where the individual lives. An individual seeking to use Dial-A-Ride services does not have to reside in LAVTA service area and does not have to be ADA paratransit certified by LAVTA. LAVTA will honor individuals’ ADA paratransit certification by other United States public transit agencies.

If the individual is not able to produce documentation of ADA certification by another transit system, but claims to be eligible for service, service will be provided. However, LAVTA may request proof that the individual is not a resident, and in some cases (for hidden impairment conditions), medical documentation may be required.

Under no circumstances is a visitor to the system entitled to service beyond twenty-one (21) days, in any combination, during any 365-day period, beginning with the visitor’s first use of the service. Visitors intending to use Dial-A-Ride services for more than this limit should apply for Dial-a-Ride eligibility through LAVTA directly.

## **Eligibility Denials and Appeals**

If an applicant does not agree with the eligibility decision made by LAVTA in response to his/her application, he/she must request an appeal hearing in writing within sixty (60) days of the date of the eligibility determination notification letter. The applicant may bring an advocate or personal representative to the appeals hearing. Complimentary Dial-A-Ride service will be provided both to and from the appeals hearing.

The request for an appeal must be forwarded to LAVTA’s Executive Director. A response by the Executive Director will be completed within thirty (30) days of

the receipt of communication of the request. The response will be provided in a written or accessible format. If the decision is not made by the 31st day, appellant may request use of paratransit services until a decision is made.

## **MOBILITY AIDS**

Passengers using mobility aids will be accommodated whenever safely possible. A passenger who uses a mobility aid may be required to attend an in-person assessment at the LAVTA offices (at no cost to the passenger).

### **Mobility Aids Characteristics**

#### **Weight**

A mobility aid, when occupied by a user that exceeds the specified maximum weight capacity of the lift/ramp on a Dial-A-Ride vehicle may not be accommodated. Occupied mobility aids exceeding the weight capacity of the ramp/lift will be evaluated on a case-by-case basis.

#### **Dimensions**

Mobility aids will be accommodated on paratransit vehicles as long as the mobility aid and user do not exceed the size of the mobility aid securement area on the vehicle. As a safety requirement, mobility aids cannot block the aisle and cannot present a physical threat to other passengers.

### **Mobility Aid Securements and Passenger Restraints**

Wheelchairs and other mobility aids must be secured to the Dial-A-Ride vehicles, ideally via a four-point tie-down system, and passengers must use the appropriate personal restraints. Passengers refusing the securements and/or restraints will be asked to deboard the vehicle.

### **Segway Use**

Segways (or similar personal assistive mobility devices) are only permitted on-board when used as a mobility aid. Segways used for leisure will not be allowed on Dial-A-Ride vehicles. Segways must be secured on Dial-A-Ride vehicles.

## **RESERVATIONS**

### **Scheduling Reservations**

Reservations can be made one (1) to seven (7) days in advance. Reservations can be made by phone by calling (925) 455-7510 from 8:30 a.m. to 5:00 p.m. any day of the week, or by using the Book-A-Trip feature on LAVTA's website.

### **Standing Orders/Subscription Rides**

For their repeated trips, passengers may set up a Standing Order/Subscription Ride. A Standing Order is an ongoing reservation for a trip ("subscription trip") that has the same starting and ending location and the same pick-up day and time.

Standing Order requests cannot always be fulfilled. To allow for equal access to service for all passengers, federal paratransit regulations provide that subscription trips may not absorb more than 50% of total system capacity at any time.

#### Standing Orders During Holidays

Except for trips to and from dialysis, Standing Orders will not be served on the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day. Individual reservations on these holidays can still be made per the regular scheduling process.

#### **Reservation Request**

Passengers have the option of requesting a reservation based on EITHER the desired pick-up time OR the desired drop-off time.

#### **Negotiating Pick-Up Time**

If the desired pick-up time cannot be accommodated, the reservationist may offer alternative pick-up times ranging from one (1) hour before to one (1) hour after the requested pick-up time.

#### **Changing a Reservation**

To make changes to existing reservations, passengers must notify Dial-A-Ride at least one (1) day before the scheduled trip.

#### **Canceling a Trip**

Passengers must cancel the trips they do not plan to take as soon as possible and at least one (1) hour before the scheduled pick-up window to avoid penalties.

### **SERVICE DELIVERY**

#### **Fares**

Fares must be paid at the beginning of the ride. Passengers may pay with pre-purchased Dial-A-Ride tickets or cash (exact change).

#### **Pick-Up Window**

The pick-up window is defined as the thirty (30) minute time period starting from the scheduled pick-up time. The pick-up is considered to be on time if the vehicle arrives anytime within the 30-minute pick-up window. For example, if the pick-up is scheduled for 2:30 p.m., the vehicle may arrive anytime between 2:30 p.m. and 3:00 p.m. and be considered on time.

#### **Five (5) Minute Rule**

After the vehicle arrives within the thirty (30) minute pick-up window, the passenger must be ready within five (5) minutes of notice of the vehicle's arrival. If the passenger does not meet the vehicle when it arrives, the driver will attempt to find the

passenger and dispatch will attempt to telephone the passenger. If the passenger cannot be located or chooses not to start boarding within five (5) minutes, the driver may leave.

### **Early Pick-Ups**

If the vehicle arrives before the thirty (30) minute pick-up window, the passenger may choose to take the trip early or have the driver wait until the start of the confirmed pick-up window.

### **Late Pick-Ups**

If the vehicle is expected to be more than thirty-five (35) minutes late, the dispatcher should call the passenger as a courtesy. If the ride arrives after the 30-minute pick-up window, the passenger may decline to take the trip without penalty.

### **Same Day Trip Changes**

If an appointment (e.g., medical or dental) takes longer than expected, the passenger or office personnel should call (925) 455-7510 as soon as possible to give a new pick-up time. Due to the nature of Dial-A-Ride's prescheduled operation, the new desired pick-up time cannot be guaranteed in this situation.

### **Passenger No-Show and Late Cancellation**

#### **Definitions**

##### "No Show"

A trip for which a passenger is not present at the prearranged time and prearranged location and has not notified Dial-A-Ride about a schedule change, constitutes a "No Show." If a schedule change or cancellation is required, passengers are expected to inform Dial-A-Ride no less than one hour prior to the beginning of the prearranged pick-up window.

##### **6.7.2.1**    "Late Cancellation"

If a passenger informs Dial-A-Ride of a schedule change or cancellation less than one (1) hour prior to the beginning of a prearranged pick-up window, the patron will receive a "Late Cancellation."

#### **Infractions**

Both "No-Shows" and "Late Cancellations" are considered equal infractions.

#### **Excused No-Shows and Late Cancellations**

The following are circumstances in which the No-Show or Late Cancellation is excused:

Late arrival by a Dial-A-Ride vehicle (outside the prearranged window);

The Dial-A-Ride vehicle is dispatched to a wrong address or entrance of a building;

A verified worsening of a passenger with a variable condition (medical or otherwise) which prevented the patron from calling at least one (1) hour in advance;

A verified family emergency which prevented the passenger from calling at least one (1) hour in advance;

Other verified circumstances that make it impracticable for the passenger to travel at the scheduled time and also for the passenger to notify dispatch before one (1) hour of the beginning of the pick-up window to cancel the trip.

### **Do Not Leave Alone Policy**

LAVTA strongly recommends that passengers who cannot wait alone to be met at, or let into, their destinations be accompanied by a Personal Care Attendant (PCA). PCAs travel for free with a paying ADA paratransit passenger. The Do Not Leave Alone Policy is provided for those times when a PCA is not available, and the passenger is not able to wait alone.

### **When The Driver Will Wait**

For passengers travelling alone who cannot wait alone at their destinations, the driver will wait with the passenger until the connecting transit agency arrives or a person at the destination receives the passenger if both of the following conditions have been met.

The passenger has a Do Not Leave Alone note in his/her Dial-A-Ride file.

As part of the trip reservation, LAVTA was informed of the need for an attended transfer or drop-off.

### **Receiver Not Present Infraction**

If the person responsible to receive the Do Not Leave Alone rider is not present within five (5) minutes of the arrival of the vehicle, the trip will be recorded as a Receiver Not Present infraction. Passengers will be notified when a trip is recorded as a Receiver Not Present infraction. Passengers will be given an opportunity to discuss their trip records with, and present information on the circumstances concerning the trip to LAVTA staff.

### **Excused Receiver Not Present Infraction**

The passenger will not receive an infraction if the receiver is a connecting paratransit operator.

## **ACCOMPANIED PASSENGERS**

### **Personal Care Attendants (PCAs) and Companions**

Dial-A-Ride passengers may be accompanied by a PCA at no charge to the passenger or PCA.

Dial-A-Ride passengers may also be accompanied by one or more companions. Companions must pay full Dial-A-Ride fares.



Reservations for PCAs and/or companions must be made when scheduling the Dial- A-Ride-eligible passenger's trip. Additional companions beyond the first companion are accommodated on a space-available basis. Companions and PCAs must ride to and from the same locations and at the same times as the Dial-A-Ride-eligible passenger.

### **Children**

All children who are under eight (8) years old, unless they are at least 4-foot, 9-inch tall, must travel in a child safety seat in order to comply with California State Law. Parents or guardians must provide their own child safety seat and take it with them when they exit the vehicle. Dial-A-Ride does not provide or install child safety seats.

### **Service Animals**

The passenger may bring a service animal that has been individually trained to work or perform tasks for the passenger with a disability. The service animal must be under its owner's control at all times and may not display aggressive or other seriously disruptive behavior, or behavior that poses a direct threat to the health or safety of others. Passengers must specify during the reservation process if they will be accompanied by a service animal.

## **NEIGHBORING PARATRANSIT OPERATORS**

### **County Connection LINK and East Bay Paratransit**

LAVTA's ADA paratransit passengers may use ADA paratransit services anywhere in the nine (9) San Francisco Bay Area counties where such services are available. Passengers may schedule trips that take them into the service area of other Bay Area ADA paratransit providers. Dial-A-Ride has agreements with neighboring paratransit operators to facilitate transfers between service areas.

LAVTA coordinates transfer trips with East Bay Paratransit and County Connection LINK.

The designated transfer point between Dial-A-Ride and the neighboring East Bay Paratransit and County Connection LINK operators is at the East Dublin/Pleasanton BART Station.

The drivers for East Bay Paratransit and County Connection LINK do not have policies under which they will wait with a passenger after de-boarding.

When Dial-A-Ride receives a passenger from East Bay Paratransit or County Connection LINK at the Dublin/Pleasanton BART station, fare is NOT collected for the second part of the trip.

### **REASONABLE MODIFICATIONS**

LAVTA considers all requests for reasonable modifications of its policies, practices, or procedures, including those set forth herein, when necessary to avoid discrimination on the basis of disability. LAVTA is not required to grant requests for reasonable modifications that would fundamentally alter the nature of Dial-A-Ride services, programs or activities; are not needed for access to LAVTA services, programs or activities; or present a direct threat of injury to other persons or property.

Any person seeking a reasonable modification of LAVTA or Dial-A-Ride policies, practices or procedures, desiring to appeal a reasonable modification determination, or who believes they have been discriminated against by LAVTA on the basis of a disability may submit a modification request, appeal, or complaint for handling in accordance with related LAVTA policies.

The designated responsible employee for the reasonable modification requests is LAVTA's Paratransit Planner.

### **SANCTIONS**

#### **Progressive basis**

LAVTA will sanction Dial-A-Ride passengers progressively based on the cumulative infractions described above, and as further set forth below, over a rolling twenty-four (24) month period.

#### **Sanctionable Offenses**

##### **Excessive Late Cancellations and No-Show Infractions**

Passengers are subject to sanctions if they have 20% or more No-Shows and/or Late Cancellations (calculated by dividing validated No-Shows and Late Cancellations by actual "taken trips") within any given month (from the 1<sup>st</sup> to the last day), AND at least three (3) No-Shows and Late Cancellations during that month.

##### **Excessive Receiver Not Present Infractions**

Passengers are subject to sanctions if they have received Receiver Not Present infractions two (2) or more times within any given month (from the 1<sup>st</sup> to the last day) or four (4) or more times within a six (6) month period.

#### **Progressive Sanction Penalties**

1<sup>st</sup> Sanction – Passenger will receive a phone call from the LAVTA staff. Staff will detail the specific dates and times of No-Shows/Late Cancellations or Receiver Not Present Violations, will discuss the impact to the system caused by

ineffective use and will describe the progressive sanctions if the pattern of these violations continues.

2<sup>nd</sup> Sanction – Passenger will receive a formal written correspondence from LAVTA detailing the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations. This correspondence will warn the passenger that another month of excessive violations will result in a 15-day suspension of service.

3<sup>rd</sup> Sanction – Passenger will receive formal notification from LAVTA of a fifteen (15) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. The notification shall warn the patron that another month of excessive violations will result in a 30-day suspension of service.

4<sup>th</sup> Sanction – Passenger will receive formal notification from LAVTA of a thirty (30) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. This notification will warn the passenger that another month of excessive violations will result in a 60-day suspension of service.

5<sup>th</sup> Sanction – Passenger will receive formal notification from LAVTA of a sixty (60) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. This notification will warn the passenger that another month of excessive violations will result in a 90-day suspension of service.

6<sup>th</sup> Sanction - Passenger will receive formal notification from LAVTA of a ninety (90) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. This notification will warn the passenger that another month of excessive violations will result in another 90-day suspension of service.

## **APPEALS PROCESS FOR SANCTIONS**

### **Right to Appeal**

The passenger has the right to appeal a suspension of service or sanction. Passengers may bring an advocate or personal representative to the appeals hearing(s). Complimentary transportation will be provided both to and from appeals hearings.

### **No Action Before Resolution**

In no event will the sanction go forward until the final outcome of the appeals process is completed.

### **How to Start the Appeals Process**

Step #1. The passenger has fourteen (14) calendar days after the date of the suspension or sanction notification to appeal the suspension/sanction in writing. Review of the appeal will consist of an interview with the passenger.

Step #2. If the passenger disagrees with the decision made in Step #1, he/she may appeal that decision. To make an appeal, the passenger must send a written request to LAVTA. The passenger's written appeal must be received by LAVTA within fourteen (14) calendar days after the date of the written decision in Step #1.

## **APPEALS PROCESS FOR REASONABLE MODIFICATION REQUEST DENIALS**

### **Right to Appeal**

The passenger has a right to appeal a decision to deny a reasonable modification request. Passenger may start the appeal process by contacting LAVTA Customer Service phone line at 925-455-7500 or fill out the online Customer Service Form on LAVTA's website.

### **No Further Action Before Resolution**

If LAVTA has denied a passenger's request for a reasonable modification, this decision will remain effective until the final outcome of the appeals process is completed.

### **How to Start the Appeals Process**

#### **Receive Appeal from Customer (Clock Starts)**

#### **Notify the Director of Administrative Services, who will open investigation**

Review all relevant documents, practices and procedures as well as discussions of the complaint with all affected parties to determine the nature of the problem.

Begin investigation process within 10 business days.

### **Additional Information Needed**

If more information is needed to resolve the case, the Paratransit Planner will contact the complainant. The complainant must provide additional requested information within ten (10) business days of the date of the request.

### **Closing the Case**

If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days of LAVTA's request, LAVTA can close the case administratively.

A case also may be closed administratively if the complainant no longer wishes to pursue their case.

### **LAVTA will issue a closure letter or a letter of finding (LOF).**

A closure letter summarizes the complaint/appeal of a reasonable modification decision and states that the request was properly denied and that the appeal will be closed.

A LOF summarizes the complaint/appeal of a reasonable modification decision and information obtained through the investigation, and whether action is taken.

### **Notify LAVTA's Paratransit Planner for record keeping purposes**

### **CUSTOMER COMPLAINTS AND COMMENTS**

To initiate LAVTA's customer complaint or comment process passengers should call the LAVTA Customer Service phone line at 925-455-7500 or fill out the online Customer Service Form on LAVTA's website.

# Attachment XII – County Connection Performance Standards

	Performance Criteria	Definition	Standard	Frequency	Performance Measurement	Performance Disincentive Amount	Performance Incentive Amount
1	On-Time Performance (Schedule Adherence)	The percentage of trips when the driver arrives within the 30 minute pick up window within the designated time based on geolocalized data.	92%	Monthly	Service must meet or exceed 92%	If OTP falls below 92% two (2) months in a row, disincentive of \$1,500 will be applied against the CONTRACTOR. If OTP continues to fall below 92% after two (2) months, a disincentive of \$2,000 will continue to be applied each month until OTP is brought back up to 92% standard.	If OTP exceeds 95% two (2) months in a row, CONTRACTOR shall be awarded a \$1,500 incentive to be used to continue to incentivize staff for good performance. If OTP exceeds 97% two (2) months in a row, CONTRACTOR shall be awarded a \$3,000 incentive to be used to continue to incentivize staff for good performance.
2	Late Vehicle Pick ups	The total number of trips that are picked up 30-59 minutes after the manifest pick up time	0	Monthly	Goal is to have zero (0) late pick ups of 30 or more minutes after the manifest pick up time	\$25 charge per occurrence	
3	Excessively Late Vehicle Pick Up	The total number of trips that are picked up 60+ minutes after the manifest pick up time	0	Monthly	Goal is to have zero (0) late pick ups of 30 or more minutes after the manifest pick up time	\$50 charge per occurrence	
4	Missed Trip	A missed trip is when the driver is running late and the rider abandons the trip altogether after the end of the pick up window	0	Monthly	Goal is to have zero (0) occurrences of missed trips	\$100 charge per occurrence	
5	Passenger Trips Performed Per Revenue Vehicle Hour	The ratio of completed trips per vehicle revenue hour (When calculating productivity guests and attendants will not be counted)	1.50	Monthly	Trips must not be below 2.0 per vehicle revenue hour.	If productivity drops below 1.50 for two months in a row, a disincentive of \$1,500 will be applied against the CONTRACTOR.	If productivity exceeds 1.60 two (2) months in a row, while schedule adherence doesn't fall below 92%, CONTRACTOR shall be awarded \$2,500 to be used specifically to incentivize dispatch and scheduling staff for good performance.
6	Chargeable (Preventable) Accidents	The ratio of preventable accidents to total revenue miles. Preventable (chargeable) is defined as "could have been reasonably avoided by driver."	0.50 per 100,000 miles	Monthly	Preventable (Chargeable) Accidents must not exceed 0.50 per 100,000 miles	-	-
7	Road Calls	Occurs when a vehicle is required to tow or assist a revenue vehicle while it is in service. It is assumed that these incidents are unplanned occurrences	4.0 per 100,000 miles	Monthly	Road Calls must not exceed 4.0 per 100,000 miles	-	-
8	Wheelchair Lift Availability	The percentage of dedicated vehicles that are wheelchair accessible in a transit fleet for ADA passengers using a Wheelchair or other POV.	100%	Monthly	Dedicated transit fleet must have a 100% wheelchair lift availability		
9	Customer Complaints	The ratio of service related complaints to completed trips. Ratio includes all complaints filed that are valid.	2 complaints per 1,000 trips	Monthly	Complaints must not exceed 2 per 1,000 trips	If CONTRACTOR experiences two (2) consecutive months of complaints exceeding the 2.0/1,000 trips standard, CONTRACTOR will be charged \$250 disincentive until the standard is met	
10	Deficient Vehicle Condition	Verified complaint of dirty vehicle	0	Per occurrence	Based on valid complaints	\$25 per occurrence	
11	Failure to Properly Secure A Wheelchair or Scooter	Driver fails to properly secure a wheelchair or other POV	0	Per occurrence	Based on valid complaints	\$200 per occurrence	
12	Service Denials	Service Denials result when an rider's trip request is not accepted. Examples include: (1) an rider requests a next day trip and the contractor says it cannot provide the trip, (2) an rider request a next day trip and the contractor offers a trip that is outside the 1 hour negotiating window.	0	Monthly	No denied trips		
13	Excessive Ride Times	Excessive ride times due to poor scheduling, negligent dispatching, or driver routing (ride times must be comparable to a single fixed route trip).	0	Per occurrence	Based on valid complaints	\$50 per occurrence	
14	Ratio of Revenue Hours to Service Hours		83%				
15	Uniforms	Driver fails to comply with appropriate standards regarding uniform including name badge	0	Per occurrence	Based on valid complaints/ observations from Riders, Public citizens or Client	\$25 per occurrence	
16	Driver failure to use the onboard CAD/AVL system	Failure to maintain operational tablet to report trip information accurately	0	Per occurrence	Based on valid complaints	\$25 per occurrence	
17	Late and inadequate complaint responses	The CONTRACTOR shall investigate, respond, and update the database forms as soon as possible, but no later than seven (7) working days from receipt of complaint, except for complaints verified by County Connection as urgent. Urgent complaints shall be responded to by CONTRACTOR immediately (within 48hrs) upon receipt of complaint or notification unless otherwise noted.	0	Per occurrence	Based on Report from CSF portal	\$25 per occurrence	
18	Late or Inaccurate Reports or Data	CONTRACTOR fails to submit documentation deliverables in timely manner under this agreement including Monthly Ops Reports, Invoices, NTD Data Report, and Complaint responses.	0	Per occurrence	Based on Submittal dates	\$25 per occurrence	
19	Phone Queue Hold Times	The percentage of calls that were on hold three (3) minutes or longer before being answered.	5%	Monthly	Call on Hold over 3 minutes must not exceed 5.0% of total calls		

# Attachment XIII – LAVTA Performance Standards

Performance Criteria	Definition	Standard	Frequency	Performance Measurement	Performance Disincentive Amount (Assessed Quarterly)	Performance Incentive Amount (Assessed Quarterly)
1 On-Time Performance (Schedule Adherence)	The percentage of trips when the driver arrives within the 30 minute pickup window within the designated time based on geovalidated data.	95%	Monthly	Service must meet or exceed 95%.	If OTP is between 92.5%-94.5% the disincentive is \$500. If OTP is <92.5% the disincentive is \$1,000.	If OTP is between 95.5%-97.5% the incentive is \$500. If OTP is >97.5% the incentive is \$1,000.
2 Customer Complaints	Ratio of service related complaints to number of total passengers. Ratio includes all complaint filed that are valid.	1 complaint per 1,000 passengers	Monthly	Complaints must not exceed 1 per 1,000 total passengers.	If CONTRACTOR experiences 1.5-2.5 complaints per 1,000 passengers standard, CONTRACTOR will be charged \$500 disincentive. If CONTRACTOR experiences > 2.5 complaints per 1,000 passengers standard, CONTRACTOR will be charged \$1,000 disincentive.	If CONTRACTOR experiences 0.5 -1 complaint per 1,000 passengers standard, CONTRACTOR will be rewarded a \$500 incentive. If CONTRACTOR experiences <0.5 complaints per 1,000 passengers standard, CONTRACTOR will be rewarded a \$1,000 incentive.
3 Phone Queue Hold Times	Phone calls for reservations and dispatch need to be answered within 60 seconds 95% of time.	<=60 seconds	Monthly	Call on Hold over 60 seconds must not exceed 5.0% of total calls.	If hold times are <=60 seconds 92%-94% of total calls the disincentive is \$500. If hold times are <=60 seconds >92% of total calls the disincentive is \$1,000.	If hold times are <=60 seconds 96%-98% of total calls the incentive is \$500. If hold times are <=60 seconds >98% of total calls the incentive is \$1,000.
4 Chargeable (Preventable) Accidents	Ratio of preventable accident to total miles. Preventable (chargeable) is defined as "could have been reasonably avoided by driver."	1 per 100,000 miles	Monthly	Preventable (Chargeable) Accidents must not exceed 1 per 100,000 miles	If CONTRACTOR experiences 1.25-2.25 preventable accidents per 100,000 total miles standard, CONTRACTOR will be charged \$500 disincentive. If CONTRACTOR experiences >2.25 preventable accidents per 100,000 total miles standard, CONTRACTOR will be charged \$1,000 disincentive.	If CONTRACTOR experiences 0.5-0.75 preventable accidents per 100,000 total miles standard, CONTRACTOR will be rewarded \$500 incentive. If CONTRACTOR experiences <0.5 preventable accidents per 100,000 total miles standard, CONTRACTOR will be rewarded \$1,000 incentive.
5 Productivity	Total passengers per Revenue Hour.	2	Monthly		If Productivity is between 1-1.5, CONTRACTOR will be charged \$500 disincentive. If Productivity is <1, CONTRACTOR will be charged \$1,000 disincentive.	If Productivity is between 2-2.5, CONTRACTOR will be charged \$500 incentive. If Productivity is >2.5, CONTRACTOR will be charged \$1,000 disincentive.
6 Missed Trip	A missed trip is when the driver is running late and the rider abandons the trip altogether after the end of the pickup window.	0	Monthly	Goal is to have zero (0) occurrences of missed trips.	If there are >0 Missed Trips, CONTRACTOR will be charged \$500 disincentive.	If there are <0 Missed Trips, CONTRACTOR will be rewarded \$500 incentive.
7 Late or Inaccurate Reports or Data	CONTRACTOR fails to submit documentation deliverables in a timely manner under this agreement including Monthly Ops Report, Invoices, NTD Data Report, and Complaint responses.	by the 10th day of the following month.	Monthly	by the 10th day of the following month.		
8 Excessively Late Vehicle Pick Up	The total number of trips that are picked up 60+ minutes after the manifest pick up time.	0	Monthly	Goal is to have zero (0) late pick ups of 60 or more minutes after the manifest pick up time.		
9 Excessive Ride Times	If the same ride on fixed route, including walking to/from bus stop and waiting for transfers, at the same weekday/time would take less time.	0	Monthly	Goal is to have zero (0) excessive ride times.		
10 Service Denials	Service Denials result when a rider's trip request is not accepted. Examples include: (1) a rider requests a next day trip and the contractor says it cannot provide the trip, (2) a rider request a next day trip and the contractor offers a trip that is outside the 1 hour negotiating window.	0	Monthly	No denied trips		
11 Uniforms	Driver fail to comply with appropriate standards regarding uniform including name badge.	0	Per occurrence			

## Attachment XIV – My Transit Manager App and My Agency Portal

**NEW!**

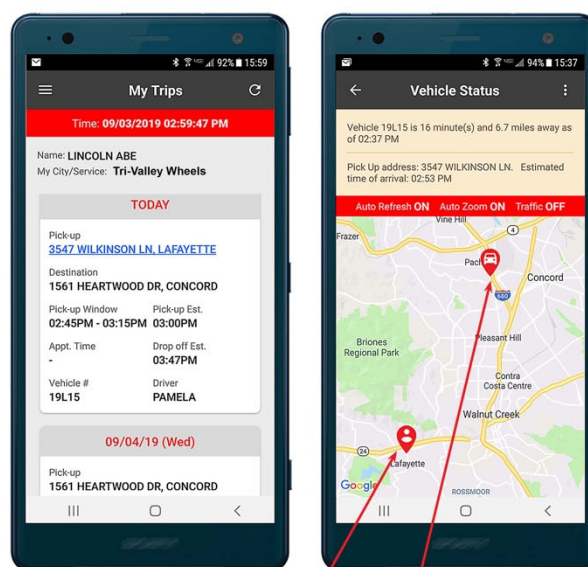
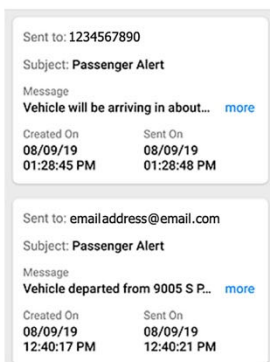
# My Transit Manager



## Passenger App for Paratransit

Transdev has a new mobile app, My Transit Manager, that provides great new tools for your convenience.

- Monitor trips in real time
- See where the bus is on a map
- Rate your ride
- Receive notifications when the bus is about to arrive or if it's waiting at your door, on the app or via email, text, or voice
- My Transit Manager can also be used to inform family members or caretakers of the same trip status and monitor the trip from pickup to destination



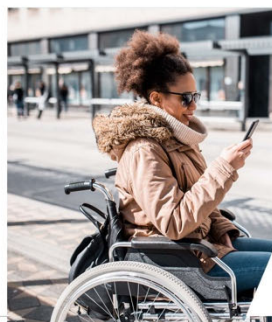
Your pickup location

Vehicle location

**Download** My Transit Manager today via the App Store or Google Play Store!



For help with downloading or if you have any questions about the app, please contact the Tri-Valley Wheels reservations team at (925) 455-7510.



# APP





# NEW! My Agency Portal

## Real Time Trip Status for County Connection LINK Paratransit

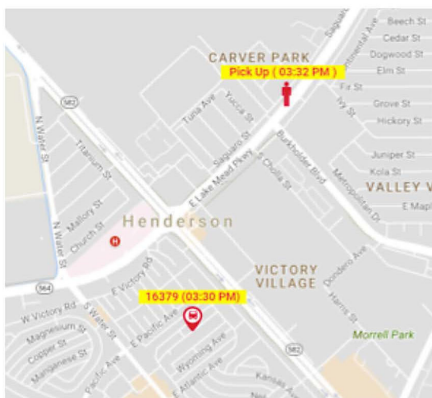
County Connection LINK has a new web-based portal for trip generating facilities to track their clients' County Connection LINK trips.

- View list of scheduled trips for the day
- Monitor trips in real time
- See where clients' vehicles are on a map
- View clients' estimated arrival time based off the latest GPS reading

**TOM** Cost Centers: LAS VEGAS PARATRANSIT ID: 221 Auto-Refresh Refresh at: 5/3/2018 3:30:19 PM

Agency: OV ENGELSTAD

Date	Route	PU/DO	Customer #	Name	Est. Time	Sched. Time	Equipment / Passengers	Veh. #
05/03/2018	5167	DO	50412	TAYLOR, GARY	15:31	16:00	AM1	17343
05/03/2018	5157	DO	42634	ESPOSITO, NICHOLAS	16:10	16:30	AM1	18317
05/03/2018	5157	PU	43254	MCNEIL, ROBBY	16:15	16:20	AM1	18317
05/03/2018	5175	DO	83198	NIEHAUSE, KELLY	17:10	17:00	AM1	17320
05/03/2018	5175	DO	78126	ANDERSON, ANTHONY	17:11		AM1	17320
05/03/2018	5203	PU	83198	NIEHAUSE, KELLY	23:16	23:16	AM1	18307



Contact your County Connection LINK representative to set up My Agency Portal for your location.

For help with My Agency Portal or if you have any questions, please call the LINK reservations line at (925) 938-7433. Visit [www.countyconnection.com/paratransit](http://www.countyconnection.com/paratransit) for the My Agency Portal User Guide.

County Connection **Link**

**transdev**  
the mobility company

## **ENCLOSURES**

THE FOLLOWING ARE DOCUMENTS CONTAINED IN SEPARATE ELECTRONIC FILES WHICH CAN BE DOWNLOADED ALONG WITH THIS RFP DOCUMENT ON THE COUNTY CONNECTION WEB SITE:

- 1. Collective Bargaining Agreement, ATU #1605**
- 2. Sample Trip Data & Operations Reports, FY 20-21**
- 3. Call Center Phone Statistics, FY 20-21**
- 4. Contra Costa County Accessible Transportation Strategic Plan**

# EXHIBITS

## EXHIBIT A -- FORM OF PROPOSAL

COUNTY CONNECTION

CONCORD, CALIFORNIA

Submission Date \_\_\_\_\_

The undersigned PROPOSERS, herewith submits a proposal on the Form of Proposal which is made a part hereof and binds itself an award by COUNTY CONNECTION under this proposal to execute a contract in accordance with its proposal, the contract documents and specifications attached hereto and the award and to furnish the bond required by the contract documents and specifications. The contract documents and specifications and addenda, if any, are made a part of this proposal and all provisions contained therein are hereby accepted and all representations and warranties required thereby are hereby affirmed.

Company Name \_\_\_\_\_

Having examined the contract documents and specifications referred to hereinabove and all conditions affecting the work, the undersigned PROPOSER hereby proposes and agrees to furnish all labor, materials, equipment, and any other services, including all costs and expenses associated herewith, which are necessary for the completion of the work for County Connection's RFP 2022-MA-01:

### **For RFP 2022-MA-01**

Board of Directors

COUNTY CONNECTION

C/O Kevin Finn, Manager of Grants & Purchasing

2477 Arnold Industrial Way

Concord, CA 94520

Name of PROPOSER:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**General**

1. The PROPOSER understands that it will be bound by its proposal as expressed on these forms if an award is made by COUNTY CONNECTION. The contract will be required to be in accordance with this proposal.
2. The Request for Proposals, including the Scope of Work and Addenda, if any, are made a part of this proposal.
3. The PROPOSER acknowledges that it has received the following Addenda:

Addendum # \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The PROPOSER understands that COUNTY CONNECTION reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of COUNTY CONNECTION.
5. The PROPOSER has enclosed the following documents and completed forms:
  - a. Form of Proposal/Price Proposal Forms
  - b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - c. List of Prime Contractor and Subcontractors/Suppliers
  - d. Certificate Regarding Lobbying and Disclosure Instructions
  - e. Proposal Guaranty
  - f. Information required by Section 18 of Part 1 of the RFP
  - g. Acknowledgment of Insurance Requirements Form
6. FIRM PROPOSAL: All proposals shall remain in effect for one hundred twenty (120) days from the deadline for proposals to be submitted and may not be withdrawn.

**PRICE PROPOSAL FOR FIXED COSTS – COUNTY CONNECTION / LAVTA PARATRANSIT**

<b>Fixed Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Option</b>
<b>Key Personal Wages/Benefits</b>					
Project Manager					
Operations Manager					
Maintenance Manager					
Safety & Training Manager					
<b>Other Staff Positions</b>					
Clerical Staff					
Dispatch/Reservationists					
Supervision					
Mechanics					
Road Supervisors					
Other (Please Explain)					
<b>Facilities</b>					
Telephone					
Computer Equipment					
Maintenance Tools & Equipment					
<b>Training</b>					
Safety/Training					
New Hire					
<b>Other</b>					
<b>Insurance</b>					

**Grand Total Expenses**

**Fixed Monthly Rate**

**PRICE PROPOSAL FOR VARIABLE COSTS (HOURLY RATE) – COUNTY CONNECTION / LAVTA**

<b>Variable Costs</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Option</b>
<b>Labor (Including Fringe)</b>					
Operators					
Mechanics					
Other					
<b>Materials and Supplies</b>					
Maintenance Parts					
Maintenance Supplies					
Uniforms					
Other					
<b>Vehicle Washing</b>					
<b>Fuel</b>					
<b>Contract Overhead</b>					
<b>Profit</b>					
<b>Training</b>					
Safety/Training					
New Hire					
<b>Total Hourly costs</b>					
<b>Total Cost Per Hour of Service</b>					

## FORM OF PROPOSAL

Name under which business is conducted \_\_\_\_\_

Business Address \_\_\_\_\_

Zip \_\_\_\_\_ Telephone \_\_\_\_\_

**IF SOLE OWNER**, Execute here

I sign as sole owner of the business named above:

\_\_\_\_\_

**IF PARTNERSHIP**, Execute here

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority to do so: (one or more partners may sign)

\_\_\_\_\_

**IF CORPORATION**, Execute here

The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

\_\_\_\_\_

\_\_\_\_\_

Corporation Name \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

**IF JOINT VENTURE**, Execute here

The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

Joint Venture Name Composed of \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
By \_\_\_\_\_ Title \_\_\_\_\_

Proposal packages for RFP 2022-MA-01 shall be mailed in a sealed envelope, postmarked prior to 4:00 P.M. on April 6, 2022, to:

COUNTY CONNECTION  
C/O Kevin Finn, Manager of Grants & Purchasing  
2477 Arnold Industrial Way  
Concord, CA 94520



# **EXHIBIT B -- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

## **(Pursuant to 49 CFR Part 29, Appendix B)**

**A. By signing and submitting this proposal, the PROPOSER is providing the signed certification set out below.**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The PROPOSER shall provide immediate written notice to Authority if at any time the PROPOSER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact the Authority for assistance in obtaining a copy of those regulations.
4. The PROPOSER agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
5. The PROPOSER further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is

not required to check the Non-procurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

**B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction**

1. The PROPOSER certifies, by submission of this bid or proposal, that neither it nor its “principals,” as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If PROPOSER is unable to certify to the statements in this certification, PROPOSER shall attach an explanation to this proposal.

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name and Title of Authorized Official

\_\_\_\_\_ Date

## EXHIBIT C -- LIST OF PRIME CONTRACTOR AND SUBCONTRACTORS/SUPPLIERS

Project Title: Operation and Maintenance of County Connection's Paratransit Services (LINK) for FY2022-23 through FY2023-24

Contract Amount: \_\_\_\_\_

Phone/FAX: \_\_\_\_\_

Title: \_\_\_\_\_

Annual Gross Receipts: \_\_\_\_\_ (optional)

List the following information for all subcontractors/suppliers that provided a bid, quote, or proposal to the Proposer. Please attach additional sheets if required.

Company Name/Address/Phone/FAX Owner's Name or Contact Person		DBE/ Non-DBE	Age of Firm	*Annual Gross Receipts	Description of Work Materials/Supplies	Dollar Amount Work/Supplies	Bid/Quote Accepted(Y/N)

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with COUNTY CONNECTION. I certify that the information included on this form is complete and correct.

(Signature of Owner or Authorized Representative and Title)

(Date)

# EXHIBIT D -- LOBBYING CERTIFICATION

## FOR CONTRACTS GRANTS, LOANS AND COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The PROPOSER, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the PROPOSER understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Signature of Authorized Official \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

<b>DISCLOSURE OF LOBBYING ACTIVITIES</b> Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352		
<b>1. Type of Federal Action:</b>  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b>  a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b>  a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b>  <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Prime             <input type="checkbox"/> Subawardee           </div> Tier, if known: _____  Congressional COUNTY CONNECTION, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional COUNTY CONNECTION, if known: _____
<b>6. Federal Department/Agency:</b>		<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____
<b>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>		<b>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>
<i>(Attach Continuation Sheet(s), if necessary)</i>		
<b>11. Amount of Payment (check all that apply):</b>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> actual             </div> <div>               \$  <input type="checkbox"/> planned             </div> </div>		<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ <div style="text-align: right;">value _____</div>		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

*(Attach Continuation Sheet(s), if necessary)*

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;  
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-  
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-  
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;  
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-  
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536- 01-C; 6050-28-C; 4910-62-C

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been** secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional COUNTY CONNECTION, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional COUNTY CONNECTION, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - b. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone **number**.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503



## EXHIBIT E -- ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Included in the Proposal Price is full compensation for the requirements set forth INSURANCE REQUIREMENTS of the Contract Documents, including:

- A. WORKERS' COMPENSATION (per statutory requirement).  
Policy shall include a waiver of subrogation.
- B. EMPLOYER'S LIABILITY coverage.  
One Million Dollars (\$1,000,000) per accident; and  
One Million Dollars (\$1,000,000) each employee by disease.
- C. COMMERCIAL GENERAL LIABILITY coverage (covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage) of not less than:  
Ten Million Dollars (\$10,000,000) per occurrence or claim  
Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain either a Cross Liability endorsement or Severability of Interests Clause.
- D. BUSINESS AUTOMOBILE LIABILITY INSURANCE coverage of not less than:  
Ten Million Dollars (\$10,000,000) combined single limit occurrence.  
Policy shall include a Waiver of Subrogation and Additional Insured endorsement.
- E. CRIME INSURANCE (EMPLOYEE THEFT)

Employee Dishonesty	\$250,000
Depositors' Forgery	\$250,000
Off and On Premises	\$50,000
Computer Fraud	\$250,000

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Signature of Proposer/Title

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Date

**EXHIBIT F – SAMPLE OPERATING AGREEMENT**  
**PROFESSIONAL SERVICES FOR ADA**  
**PARATRANSIT SERVICES**  
**BETWEEN COUNTY CONNECTION AND \_\_\_\_\_**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between COUNTY CONNECTION ("AUTHORITY ") and \_\_\_\_\_ ("CONTRACTOR").

WHEREAS, the Board of Directors desires to obtain professional services in connection with the provision of COUNTY CONNECTION ADA paratransit and associated services and has issued a Request for Proposals dated January 12, 2022 a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated \_\_\_\_\_, 2022 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide professional services to the AUTHORITY in accordance with the terms and conditions of this Agreement. Consultant represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement.

**2. TERM**

The CONTRACTOR shall commence the services for an initial period of two (2) years under this Agreement upon the effective date of a written Notice to Proceed from COUNTY CONNECTION. COUNTY CONNECTION may exercise its option to extend the contract for three (3) additional 1-year terms pursuant to the contract document. In the event COUNTY CONNECTION elects to exercise an option term, it will provide written notice to CONTRACTOR ninety (90) days prior to the expiration of the then-current base or option term.

### **3. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of COUNTY CONNECTION. The COUNTY CONNECTION shall be entitled to access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to COUNTY CONNECTION. If any materials are lost, damaged, or destroyed before final delivery to COUNTY CONNECTION, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

### **4. CONFIDENTIALITY**

Any COUNTY CONNECTION materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except the officers, employees, and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of COUNTY CONNECTION's General Manager.

### **5. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of the CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

### **6. USE OF SUBCONTRACTORS**

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of COUNTY CONNECTION, except for service firms engaged in drawing, reproduction, typing and printing. CONTRACTOR shall

be solely responsible for reimbursing any subcontractors and COUNTY CONNECTION shall have no obligation to them.

## **7. CHANGES**

The COUNTY CONNECTION may, at any time, by written order, make changes within the scope of work and services, including adding to or subtracting from the level of services, described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 10 or in the time of required performance as set forth in the contract documents, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONTRACTOR shall so advise COUNTY CONNECTION immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to COUNTY CONNECTION prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

## **8. RESPONSIBILITY; INDEMNIFICATION**

CONTRACTOR shall indemnify, keep, and save harmless COUNTY CONNECTION and LAVTA, and their directors, officers, agents, and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by an act or omission of the CONTRACTOR or its employees, subcontractors, or agents. CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against COUNTY CONNECTION, LAVTA, or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

## **9. INSURANCE**

### **A. Workers' Compensation.**

If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the

performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to COUNTY CONNECTION a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

**B. General Liability Insurance**

Covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the CONTRACTOR in connection with the performance of this contract. The policy will include coverage for bodily injury and property damage liability subject to the standard provisions and exclusions of the Commercial General Liability Policy Form and endorsed for premises, operations, products and completed operations. The policy or policies shall provide a minimum limit of \$10 million each occurrence.

**C. Automobile Liability Insurance**

Covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance, or use of any vehicle, whether or not owned by CONTRACTOR, on or off COUNTY CONNECTION premises. The policy or policies shall provide a minimum limit of \$10 million each accident. Additionally, all revenue vehicles will be insured against comprehensive and collision damage satisfactory to COUNTY CONNECTION or LAVTA.

With respect to the coverages under subsections A, B and C of this section, the policies will include a waiver of subrogation. With respect to the coverages under subsections B and C of this section, the policies will name as additional insured with respect to CONTRACTOR's services under this Agreement, COUNTY CONNECTION and its directors, officers, employees, and agents. The Insurer(s) will agree that its policies are Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering COUNTY CONNECTION.

Inclusion of COUNTY CONNECTION and LAVTA as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit, or judgment made, brought, or recovered against CONTRACTOR. The policies will protect CONTRACTOR and

COUNTY CONNECTION / LAVTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer’s liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work under this Agreement, CONTRACTOR shall deliver to COUNTY CONNECTION a Certificate of Insurance, which will indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, non-renewal or reduction in limits shall be given to COUNTY CONNECTION.

**D. Self-Insurance**

Self-insurance and self-insured retentions in insurance policies are subject to separate approval by COUNTY CONNECTION upon review or evidence of CONTRACTOR’S financial capacity. Such programs must provide at least the same coverage and protection required above.

**E. Crime Insurance (Employee Theft)**

CONTRACTOR will provide crime insurance, including coverage for CONTRACTOR’s employee dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

Employee Dishonesty	\$250,000
Depositors’ Forgery	\$250,000
Off and On Premises	\$ 50,000
Computer Fraud	\$250,000

With the permission of COUNTY CONNECTION, a deductible of up to \$25,000 may be permitted on any of the above coverages. CONTRACTOR covenants that it shall reimburse COUNTY CONNECTION for any and all losses within said deductible plus the cost to prove the loss, accountants’ fees, defense costs, and attorneys’ fees associated therewith. CONTRACTOR shall be responsible for and shall indemnify COUNTY CONNECTION and LAVTA from and hold them harmless against any and all such costs and expenses.

COUNTY CONNECTION and LAVTA shall be named as a joint loss payee on the policy. Prior to the commencement of work, a certificate evidencing this coverage shall be furnished to COUNTY CONNECTION by the CONTRACTOR. The policy shall also provide that the CONTRACTOR's policy will not be cancelled or coverage reduced without sixty days' prior written notice to COUNTY CONNECTION.

**F. Failure to Procure Insurance**

CONTRACTOR's failure to procure and maintain required insurance will be a material breach of the contract and COUNTY CONNECTION may immediately terminate.

**10. COMPENSATION**

The CONTRACTOR agrees to perform all of the services included in Section 2 for fixed and hourly costs in its proposal for each service, which sum shall include all labor, materials, taxes, profit, overhead, fuel, insurance, subcontractor costs and other costs and expenses incurred by the CONTRACTOR.

**11. MANNER OF PAYMENT**

CONTRACTOR shall submit monthly invoices, detailing the services performed during the billing period. COUNTY CONNECTION will endeavor to pay approved invoices within thirty (30) days of their receipt.

**12. FEDERAL CLAUSES**

**A. ENERGY CONSERVATION**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

**B. CLEAN WATER AND AIR REQUIREMENTS**

1. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et. seq., and the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et. seq. The CONTRACTOR agrees to report each violation to COUNTY CONNECTION and understands and agrees that COUNTY CONNECTION will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

2. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

**C. LOBBYING**

CONTRACTOR shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” CONTRACTOR shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. CONTRACTOR shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to COUNTY CONNECTION. CONTRACTOR shall ensure that all of its Subcontractors under this Contract shall certify the same. Prior to execution of this Agreement, CONTRACTOR shall submit the “Certification for Federal Aid Contracts,” included in the contract documents. COUNTY CONNECTION is responsible for keeping the certification of the CONTRACTOR, who is in turn responsible for keeping the certification forms of subcontractors.

**D. ACCESS TO RECORDS AND REPORTS**

CONTRACTOR shall provide all authorized representatives of COUNTY CONNECTION, the FTA, and the Comptroller General of the United States access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts, and transcriptions. CONTRACTOR also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain the same until COUNTY CONNECTION, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.



**E. FEDERAL CHANGES**

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (15) dated October 2008) between COUNTY CONNECTION and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract.

**F. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

1. COUNTY CONNECTION and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY CONNECTION, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**G. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

1. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

2. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
3. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **H. PRIVACY ACT**

The following requirements apply to CONTRACTOR and any of its employees that may administer any system of records on behalf of the Federal Government under any contract:

1. The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **I. CIVIL RIGHTS REQUIREMENTS**

##### **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not

discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

#### Equal Employment Opportunity

The following equal employment opportunity requirements apply:

##### Race, Color, Creed, National Origin, Sex

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

##### Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

## **Disabilities**

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **J. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220. 1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY CONNECTION requests, which would cause COUNTY CONNECTION to be in violation of the FTA terms and conditions.

## **13. CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of COUNTY CONNECTION. The CONTRACTOR is and shall be an independent CONTRACTOR, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

## **14. ASSIGNMENT**

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY CONNECTION.

## **15. COUNTY CONNECTION WARRANTIES**

COUNTY CONNECTION makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

## **16. COUNTY CONNECTION REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of COUNTY CONNECTION, the General Manager of COUNTY CONNECTION, or such person or persons as he shall designate in writing from time to time, shall represent and act for COUNTY CONNECTION.

## **17. TERMINATION**

COUNTY CONNECTION shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, COUNTY CONNECTION shall pay to CONTRACTOR in accordance with the provisions of Section 10 all sums actually due and owing from COUNTY CONNECTION for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such termination. If the Agreement is terminated for default, COUNTY CONNECTION shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

## **18. LABOR CODE REQUIREMENTS**

In the event that CONTRACTOR is terminated or is not selected or designated as COUNTY CONNECTION paratransit CONTRACTOR beyond the term of this Agreement, CONTRACTOR shall be obligated to carry out such Agreement termination and transition activities as may be required by COUNTY CONNECTION to preserve and protect the operational integrity of COUNTY CONNECTION and to help effect a smooth transition to the successor CONTRACTOR.

During COUNTY CONNECTION's re-procurement of this contract and in accordance with California Labor Code Section 1072, CONTRACTOR will be required within a reasonable time, to provide to COUNTY CONNECTION the number of employees who are performing services under this Agreement and the wage rates, benefits, and job classifications of those employees. In addition, CONTRACTOR shall make this information available to any entity that COUNTY CONNECTION has identified as a bona fide Proposer to provide successor services. In the event that the successor contract is awarded to a new CONTRACTOR, CONTRACTOR shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor CONTRACTOR. During the re-procurement period, CONTRACTOR will also be required to provide COUNTY CONNECTION, within 10 days of COUNTY CONNECTION's request, copies of all current CONTRACTOR labor agreements with crafts represented in COUNTY CONNECTION paratransit service, if any.

## **19. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

All CONTRACTOR and subcontractors' costs incurred in the performance of this Contract will be subject to audit. CONTRACTOR and its subcontractors shall permit COUNTY CONNECTION, the Federal Transit Administration, or their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by COUNTY CONNECTION's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse COUNTY CONNECTION for those costs within sixty (60) days of written notification by COUNTY CONNECTION.

## **20. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The CONTRACTOR shall take affirmative

actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **21. NON-DISCRIMINATION ASSURANCE**

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subcontractors by including this assurance in all subcontracts entered into under this Agreement.

## **22. CONFLICT OF INTEREST**

CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under COUNTY CONNECTION's Conflict of Interest Code. CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by COUNTY CONNECTION upon receipt.

No person previously in the position of Director, Officer, employee, or agent of the COUNTY CONNECTION may act as an agent or attorney for, or otherwise represent, CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the COUNTY CONNECTION, or any Officer or employee of the COUNTY CONNECTION, for a period of 12 months after leaving office or employment with the COUNTY CONNECTION if the appearance or communication is made for the

purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

### **23.NOTICES**

All communications relating to the day-to-day activities of the project shall be exchanged between COUNTY CONNECTION's Manager of Accessible Services and the CONTRACTOR's representative.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the COUNTY CONNECTION:      COUNTY CONNECTION  
Attn: General Manager  
2477 Arnold Industrial Way  
Concord, CA 94520-5327

If to the CONTRACTOR: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

### **24.ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

### **25.APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.



## **26. THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties

## **27. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

## **28. SEVERABILITY**

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**COUNTY CONNECTION :**

**CONTRACTOR:**

By:

By:

Title: General Manager\_ \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\*By: \_\_\_\_\_

Secretary for COUNTY CONNECTION

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney for COUNTY CONNECTION

\* If the CONTRACTOR is a corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

## EXHIBIT G -- SAMPLE FACILITY USE AGREEMENT

This Paratransit Facility Use Agreement ("Agreement") is entered into as a condition of the Paratransit Services Contract between COUNTY CONNECTION ("COUNTY CONNECTION" or "Owner") and \_\_\_\_\_ ("CONTRACTOR" or "User") on the same date as the commencement date of the Paratransit Services Contract.

### 1. PREMISES

COUNTY CONNECTION hereby agrees to allow CONTRACTOR to utilize the portions of the Paratransit Facility and adjacent yard areas ("Premises") as described below and indicated on the attached site plan.

#### A. Paratransit Facility

The CONTRACTOR shall be entitled to occupy and utilize, non-exclusively, the areas of the second (main) floor designated as the Reservations/Dispatch office area, File Room, Restrooms, up to two offices, and the Copy Room. In addition, the CONTRACTOR shall be entitled to occupy and utilize, non-exclusively, the entire first (ground) floor area including, Maintenance Shop, Maintenance Shop Office, Parts Room, Restrooms, and Lunchroom. The CONTRACTOR shall not have access to the Telephone Equipment Room or the Elevator Machinery Room.

#### B. Yard Area

The CONTRACTOR shall be entitled to utilize the yard areas adjacent to the Paratransit Facility. These areas shall be used for the storage and cleaning of the paratransit van vehicle fleet (fleet) only. The yard area directly adjacent to the maintenance shop vehicle doors shall be used for minor mechanical adjustments, which can be performed without the possibility of hazardous material contamination of the concrete surface.

### 2. TERM

The term of this Agreement shall be coterminous with the Services Agreement for Paratransit and Associates Services between COUNTY CONNECTION and CONTRACTOR (Services Agreement), which consists of a four-year base term with a one-year extension option. In the event that the Services Agreement is terminated, this Agreement will be terminated as well.

### **3. DELIVERY OF PREMISES**

COUNTY CONNECTION shall deliver to CONTRACTOR the Premises in a clean and acceptable physical condition for use for the purpose intended and the CONTRACTOR shall agree to assume all responsibility for the continued maintenance of the Premises in a condition not less than that which the areas were in at the time of commencement of this Agreement.

### **4. IMPROVEMENTS**

COUNTY CONNECTION shall retain control, ownership, and approval rights to all CONTRACTOR-installed improvements. At the expiration of the Agreement, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements, which are in some manner, attached to the physical structure of the Paratransit Facility and would result in cosmetic or structural damage to the Paratransit Facility upon their removal, to COUNTY CONNECTION. In the event CONTRACTOR wishes to retain possession of any such improvement upon expiration of this Agreement, CONTRACTOR shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the Agreement. The method of repair shall be at the sole discretion of COUNTY CONNECTION.

### **5. TERMINATION**

The COUNTY CONNECTION shall have the right to terminate this Agreement for convenience or default at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall vacate the Premises within the time period set forth in the notice, in accordance with Section 6 of this Agreement.

### **6. CONDITION OF PREMISES DURING AND AT EXPIRATION OF AGREEMENT**

CONTRACTOR shall, along with COUNTY CONNECTION's Kevin Finn, Manager of Facilities & Grants, inspect and agree upon the condition of the Premises at the inception of the Paratransit Services Contract. An exit inspection of the Premises shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Premises to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.

### **7. MAINTENANCE AND TRASH REMOVAL**

COUNTY CONNECTION shall provide daily janitorial services for routine trash removal and floor care in all office and restroom areas except the Maintenance Shop Office. The

CONTRACTOR shall be solely responsible for the routine cleaning and trash removal within the Maintenance Shop, Parts Room, and Maintenance Shop Office areas of the Premises.

CONTRACTOR shall acquire and maintain trash removal services for a dumpster of appropriate size for the disposal of trash generated within the Premises of the CONTRACTOR.

The CONTRACTOR's Project Manager shall coordinate with COUNTY CONNECTION'S Maintenance Manager, the regular quarterly cleaning of the Paratransit maintenance shop areas. The COUNTY CONNECTION maintenance shop conducts a regularly scheduled quarterly cleaning of the COUNTY CONNECTION Maintenance Shop. The CONTRACTOR shall, at the same scheduled time as COUNTY CONNECTION Maintenance Shop personnel, conduct the quarterly cleaning of the Paratransit maintenance shop areas. The COUNTY CONNECTION Maintenance Department will instruct designated CONTRACTOR shop personnel in the operation of the COUNTY CONNECTION's forklift and steam cleaning equipment. CONTRACTOR shop personnel shall utilize same to transport all moveable shop equipment from the Paratransit Maintenance Shop to the COUNTY CONNECTION Maintenance Shop steam clean room for cleaning. The quarterly cleaning shall be completed in a manner acceptable to the COUNTY CONNECTION Maintenance Manager.

## **8. BUILDING EXPENSES**

Due to the co-habitation of the Paratransit Facility by the CONTRACTOR and COUNTY CONNECTION staff, there are a number of features that will be utilized by both entities. COUNTY CONNECTION has provided a copy machine with document feeder and sorting capabilities and a facsimile machine (FAX). COUNTY CONNECTION will maintain a service agreement for the maintenance of this equipment. CONTRACTOR shall provide the necessary toner/inkjet cartridges and white paper supply for use by both entities in both pieces of equipment. County Connection shall be responsible for non-phone utility expenses.

## **9. BUILDING REPAIRS**

During the course of the Contract, repairs to the Paratransit Facility will be needed. COUNTY CONNECTION, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures not resulting from negligent use or operation of the Facility or the provided equipment by the

CONTRACTOR and its employees, agents, or vendors. All other repairs will be the sole responsibility of CONTRACTOR with COUNTY CONNECTION approval.

CONTRACTOR shall notify the COUNTY CONNECTION Director of Administration or Maintenance Manager regarding situations that require the repair or maintenance of the Paratransit Facility. CONTRACTOR shall allow adequate and reasonable time for the COUNTY CONNECTION to determine the extent of the situation and repair the noted problem if needed.

If repairs are required due to the negligent act or acts of one or more of its employees, agents, or vendors, CONTRACTOR shall be liable for the cost of all repairs required to return the damaged portion of the Paratransit Facility to a condition acceptable to COUNTY CONNECTION management. CONTRACTOR shall notify the COUNTY CONNECTION Director of Transportation or the Director of Maintenance of the damage. The COUNTY CONNECTION Maintenance Manager will assess the extent of the damage and direct the needed repairs.

#### **10. FIRE EXTINGUISHERS**

COUNTY CONNECTION will also maintain certified fire extinguishers at approved locations throughout the facility. A firm selected by COUNTY CONNECTION will maintain the fire extinguishers annually. In the event CONTRACTOR utilizes a fire extinguisher, CONTRACTOR shall immediately notify the COUNTY CONNECTION Maintenance Manager of the usage and arrange for replenishment of the extinguisher at the CONTRACTOR's expense using the COUNTY CONNECTION's designated service firm.

#### **11. HVAC**

COUNTY CONNECTION shall have exclusive control of the thermostatic controls for the Paratransit Facility regarding minimum and maximum set points for heating and air conditioning. COUNTY CONNECTION shall maintain the HVAC equipment in a serviceable condition.

#### **12. LANDSCAPING**

COUNTY CONNECTION shall maintain the landscaping around the Paratransit Facility. It shall be the responsibility of the CONTRACTOR to ensure that receptacles for the disposition of discarded cigarettes and other smoking materials are maintained, and routinely serviced, and that discarded smoking materials not placed in the provided receptacle are picked up and removed on a daily basis.

### **13. NO SMOKING**

Smoking is not permitted in any COUNTY CONNECTION building

### **14. YARD AREA**

CONTRACTOR shall maintain the yard area directly adjacent to the vehicle service bay doors in a neat, clean, and orderly manner. No materials shall be stored around the exterior faces of the Paratransit Facility.

### **15. ACCESS TO FACILITIES**

The CONTRACTOR shall have keyed access to the Paratransit Facility in order to make the building available to its employees during normal hours of operation. CONTRACTOR shall not have keyed access to areas not designated in premises above, which are for the exclusive use of COUNTY CONNECTION. Since parking space is limited, the CONTRACTORS may have to park off-site during certain times of the day. The CONTRACTOR may also make use of the employee shuttle that picks up and drops off at North Concord BART to augment parking solutions.

### **16. HAZARDOUS MATERIALS PROGRAM**

The CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system including a regularly scheduled safety and training program as prescribed by Federal, State and Local laws and regulations. Records regarding storage, and disposition of hazardous materials shall be maintained as required by Federal, State, and Local laws and regulations. No hazardous material or any Proposition 65 materials shall be delivered to or placed within the CONTRACTOR's Premises without a current Material Safety Data Sheet (MSDS) on file in the CONTRACTOR's vehicle maintenance shop area.

### **17. RESERVATIONS AND VEHICLE MAINTENANCE COMPUTER SYSTEMS**

COUNTY CONNECTION will provide to CONTRACTOR an operational networked computer system for the purpose of scheduling rides and maintaining a database of eligible clients. The Reservations system will consist of two (2) network servers, a laser printer, and eleven (11) workstations. COUNTY CONNECTION will provide for the hardware maintenance on the physical computer components and provide back up of all data. The CONTRACTOR shall be responsible for annual software maintenance and upgrade contract with Trapeze® Software Group, Inc. for the Trapeze® PASS Scheduling software. The software agreement shall be in the name of COUNTY CONNECTION and funded by the CONTRACTOR.

The CONTRACTOR shall also designate at least one employee as a software product administrator for the purpose of training and assisting other CONTRACTOR employees with the operation of the system.

The workstation located in the office of the CONTRACTOR's Project Manager shall be connected to the COUNTY CONNECTION web network for the purpose of receiving software updates and to provide Trapeze technical support personnel modem access to the reservations system for routine maintenance and troubleshooting.

The CONTRACTOR may, at its discretion and expense, install a CONTRACTOR owned computer system in the maintenance shop office for the purpose of maintaining computerized vehicle maintenance records.

#### **18. TELEPHONE LINES AND CHARGES**

The telephone system in the Paratransit Facility is owned and operated by COUNTY CONNECTION. CONTRACTOR shall utilize the provided telephone system for the purposes required by the Contract. CONTRACTOR shall have unlimited outbound access through COUNTY CONNECTION'S telephone system. COUNTY CONNECTION maintains a call detail recording system and shall use same to determine the costs associated with the outbound services consumed by CONTRACTOR. County Connection will pay the expense for all incoming and outbound phone calls related to the management of the Contract. All other calls will be the CONTRACTORS responsibility to pay.

Telephone line connections to the CONTRACTOR's Project Manager's desk and the shop office desk will be provided by COUNTY CONNECTION.

COUNTY CONNECTION maintains a telephone line to the Paratransit Facility facsimile (FAX) machine. COUNTY CONNECTION will assume all responsibility for repairs or replacements required by normal wear for all telephone sets. CONTRACTOR shall be responsible for all damage to equipment caused by the negligence of CONTRACTOR's personnel, including, but not limited to spillage of liquids onto the phone sets, abuse, or any other act by CONTRACTOR personnel not related to the normal use of such equipment. The Manager of Information Technology shall approve any additions or modifications to the standard telephone set prior to installation or modification.

## **19. SPEED LIMITS ON COUNTY CONNECTION PREMISES**

CONTRACTOR shall inform all of its employees, agents, and vendors of the MANDATORY posted speed limit of all vehicles while traversing the COUNTY CONNECTION bus parking pad. Violations of the posted speed limit will be brought to the attention of the Senior Manager of Specialized Services and appropriate remedial action will be required.

## **20. VENDOR CONTACTS**

The CONTRACTOR and its employees and agents shall not refer any vendor for maintenance products or services to COUNTY CONNECTION'S Maintenance Department. The COUNTY CONNECTION Maintenance Department maintains its own program and procedures for vendor selection.

IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement by their duly authorized  
officers. COUNTY CONNECTION :

By: \_\_\_\_\_

Title: General Manager  
ATTEST:

By: \_\_\_\_\_  
Secretary for COUNTY CONNECTION

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for COUNTY CONNECTION

CONTRACTOR\*:

(BUSINESS NAME)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
ATTEST:

By: \_\_\_\_\_  
Secretary for the CONTRACTOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Attorney for the CONTRACTOR

*\* If the CONTRACTOR is a corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.*



# EXHIBIT H – SAMPLE INVOICE

## EXHIBIT H - SAMPLE INVOICE

### Contractor Name

Street Address  
City, ST ZIP Code  
Phone | Fax

#### BILL TO:

Manager of Accessible Services  
County Connection  
2477 Arnold Industrial Way  
Concord, CA 94520  
925-676-1976

## INVOICE

**DATE:** January 10, 2022  
**INVOICE #** 100  
**FOR:** [INSERT CATEGORY]

**\*\* RATES SHOWN HERE ARE FOR  
DEMONSTRATION PURPOSES ONLY \*\***

DESCRIPTION	HOURS/QTY	RATE	AMOUNT
[INSERT CATEGORY NAME]			\$ -
Fixed Monthly Rate	1.00	\$100,000.00	\$ 100,000.00
Hourly Rate (hours x rate)	200.00	\$50.00	\$ 10,000.00
Fuel (miles x fuel rate per mile)	35000.00	\$0.75	\$ 26,250.00
			\$ -
Deduction for fares retained			\$ (20,000.00)
Other adjustments (please specify)			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL			\$ 116,250.00
TAX RATE			
SALES TAX			\$ -
OTHER			
TOTAL			\$ 116,250.00