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# NOTICE OF REQUEST FOR PROPOSALS

Glenn Transit Service (GTS) is requesting proposals for management and operation of its regional transit systems in the Glenn County region. The GTS transit system includes: Glenn Ride, Dial-A-Ride, and the Volunteer Medical Transportation (VMT). Firms interested in making proposals should obtain the detailed Request for Proposals by contacting:

Glenn Transit Service  
c/o: Mardy Thomas, Senior Planner  
777 N. Colusa St.  
Willows, CA 95988  
Telephone: (530) 934-6540  
FAX: (530) 934-6533  
e-mail: [mthomas@countyofglenn.net](mailto:mthomas@countyofglenn.net)

Or via download from [http://countyofglenn.net/govt/project\\_service\\_bids/](http://countyofglenn.net/govt/project_service_bids/)

**Proposals will be received at the above address until 4:00 p.m., Tuesday, December 3, 2013.** Proposals must be clearly marked "GTS Transit Operations RFP".

A mandatory pre-qualification conference will be held on Tuesday, November 12, 2013 at 2:00 p.m. at the Glenn County Planning & Public Works Agency Conference Room, 777 N. Colusa St., Willows, CA.

All proposals and related documents shall be subject to a federal financial assistance agreement between GTS and the California Department of Transportation pursuant to the Federal Transit Act, as amended, and terms and conditions established under that Act would apply. All offerors will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Successful offeror will be required to comply with all applicable safety and health standards, and Equal Employment Opportunity laws and regulations.

GTS hereby notifies all offerors that it will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

GTS reserves the right to accept or reject any or all proposals.

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# REQUEST FOR PROPOSAL

## FOR OPERATION OF THE GLENN TRANSIT SERVICE REGIONAL TRANSIT SYSTEM

### I. PROJECT DESCRIPTION

#### A. AREA PROFILE

Glenn County is located within central portion of the North Sacramento Valley and encompasses 1,314.8 square miles of land ranging from the Mendocino National Forest on the west to the Sacramento River on the east. The cities of Orland, Willows, and the community of Hamilton City are the primary population centers within the County. Agriculture (including agriculture-related manufacturing) is the largest employment sector followed by government, retail, and the services industry. Many residents commute to and from the Chico area in nearby Butte County for employment, shopping, medical, higher education, or other services not available in local communities.

The State of California, Department of Finance estimates Glenn County's population to be around 28,349 persons. 72% percent of the population is over the age of 18. 18% of the people in Glenn County are over 60 years of age. 37% of the people in Glenn County are Hispanic or Latino. Glenn County's average population above 60 years of age is slightly higher than the state average.

Interstate 5 runs north and south through the center of the county and serves as the major route for commerce and travel to other regions. State Routes 32 and 162 serve as major travel routes to the east and the larger population centers in Butte County such as Chico and Oroville. State Route 45 serves as the primary north-south route along the Sacramento River. These State Routes are heavily traveled as they represent the major transit routes to the Chico area in Butte County.

#### B. GLENN TRANSIT SERVICE

Glenn Transit Service (GTS) is a joint powers agency that was formed in 1987 between Glenn County, the City of Orland and the City of Willows to provide transportation services. GTS was established along with its governing body, the Regional Transit Committee. The Committee consists of six representatives: two from Glenn County; two from the City of Orland and two from the City of Willows. This Committee is responsible for the operations of transit services offered in Glenn County. The Regional Transit Committee funds transit services through a

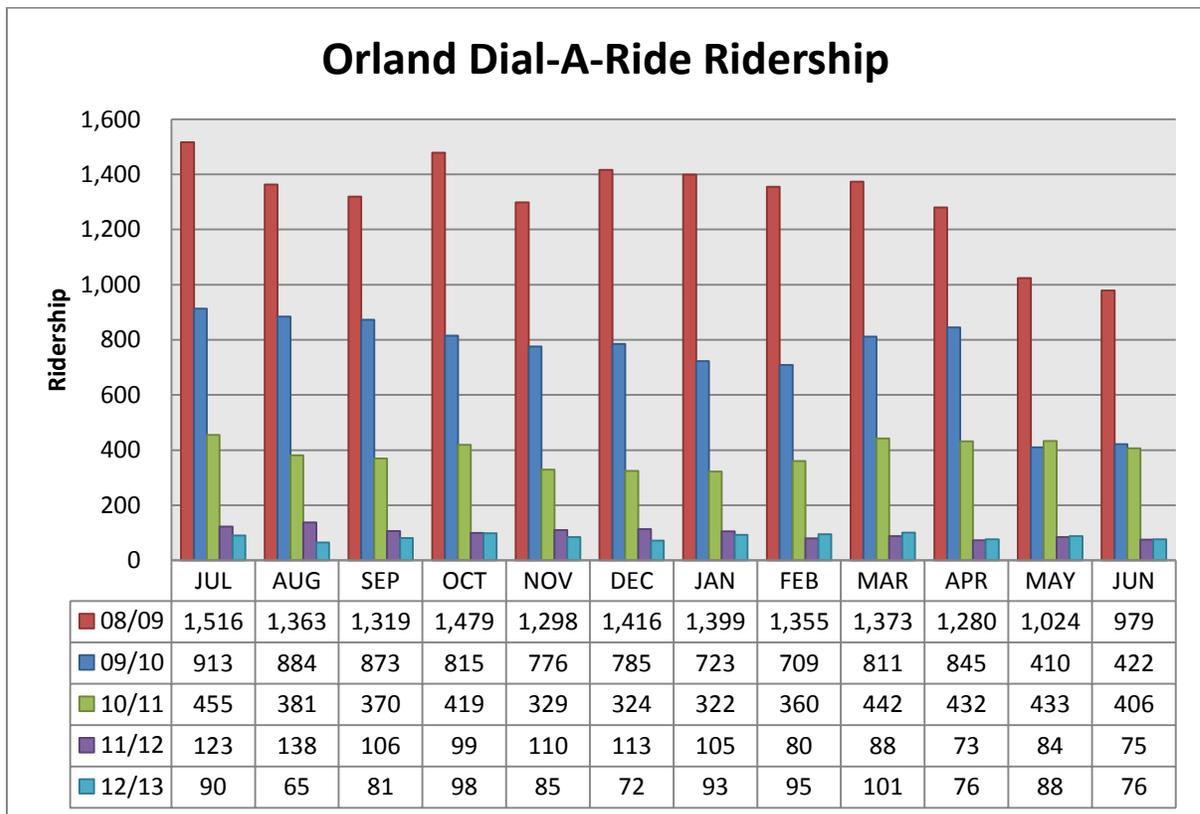
combination of passenger fare revenue, Transportation Development Act (sales tax) funding and Federal Transit Administration funds.

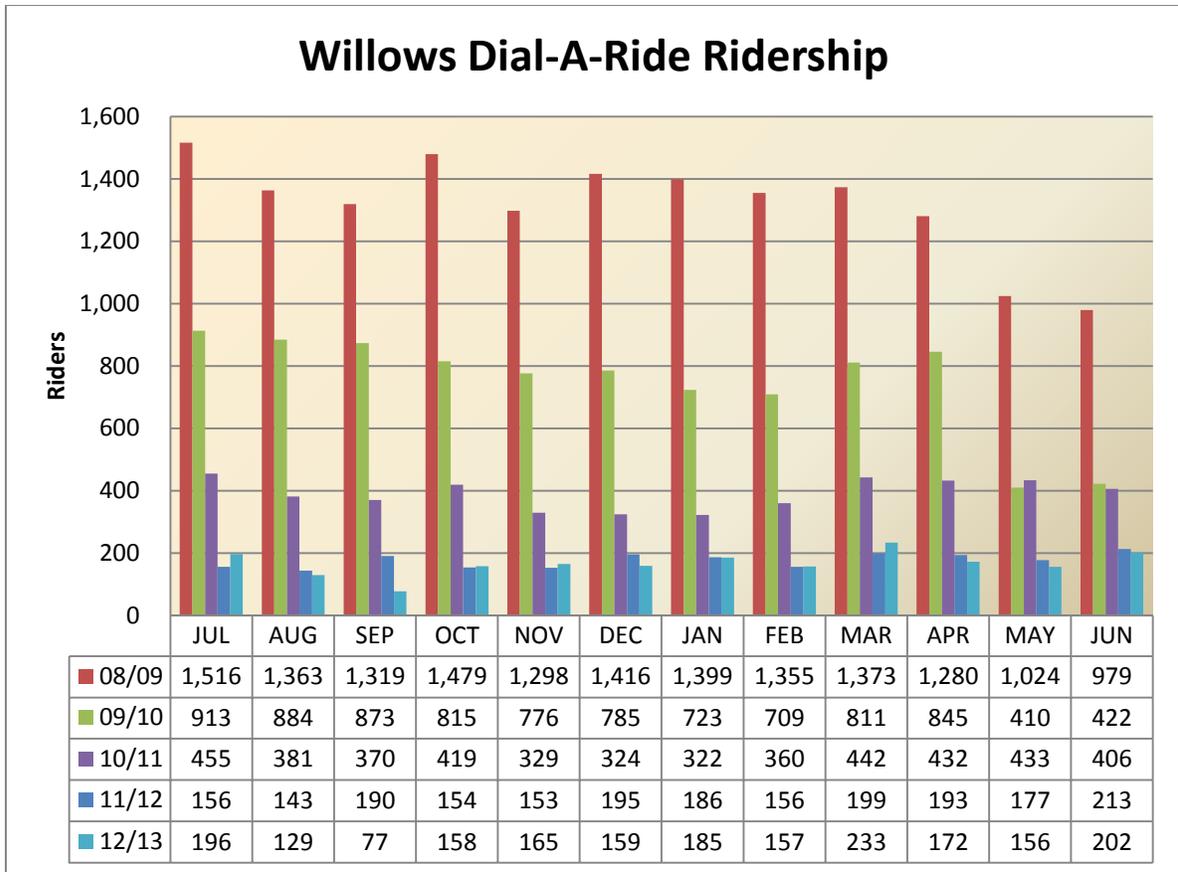
Since late 2006, GTS has used a contractor to provide for the operational needs of the transit system. Vehicle maintenance is provided through an agreement with the Glenn County Planning & Public Works Agency Heavy Fleet Services. Staffing for GTS administrative tasks are supplied by the Glenn County Planning & Public Works Agency as needed.

**C. TRANSIT SERVICES**

GTS services operate an estimated 8,000 vehicle revenue hours and carry approximately 61,000 people on an annual basis. The bus route and schedules are detailed on the transit webpage at [www.gcppwa.net/transportation](http://www.gcppwa.net/transportation). These services are summarized as follows:

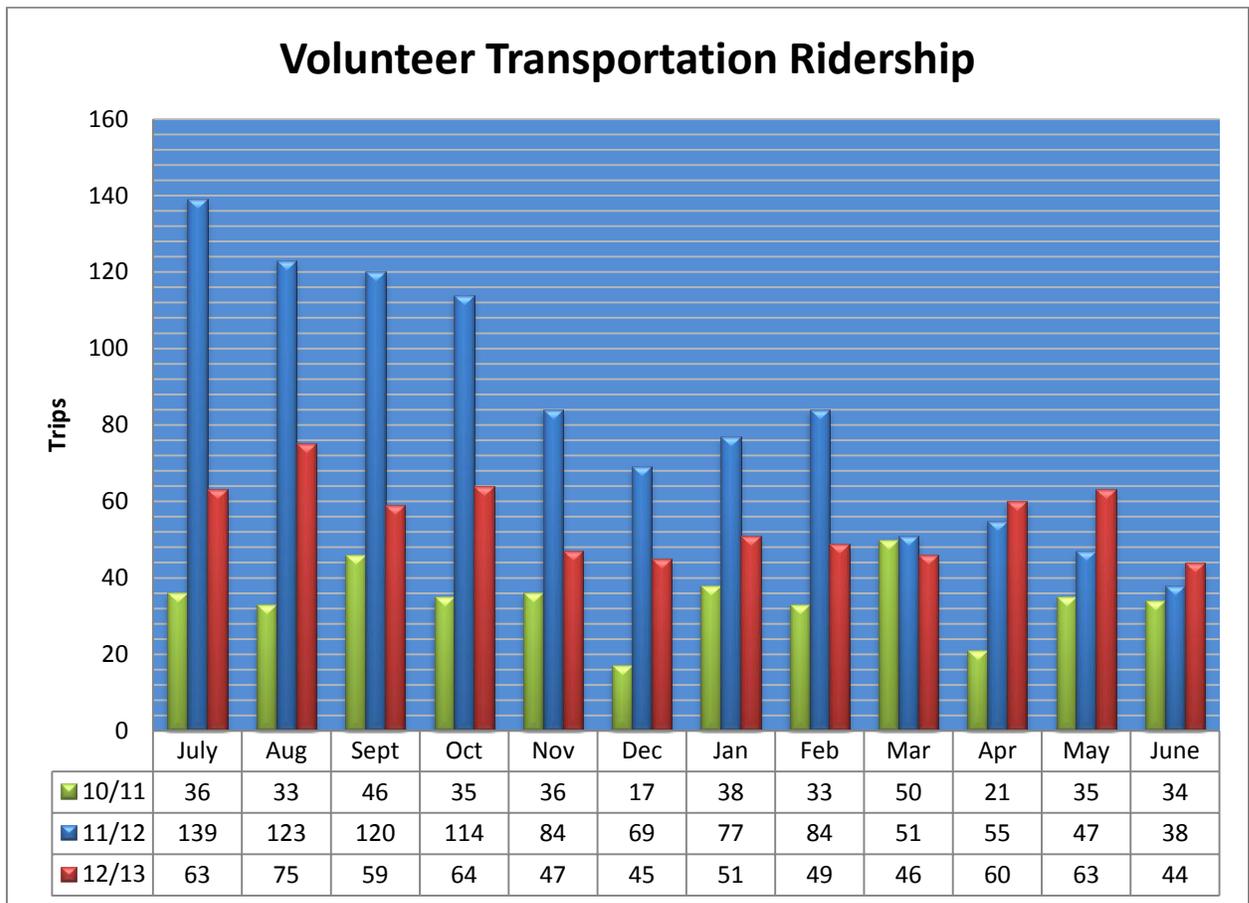
- **Dial-A-Ride** is a demand response transit service that operates two days a week (Tuesday and Friday) from 10am to 4pm in the cities of Orland and Willows. The service area is 1.5 mile radius from each respective city hall with some exceptions. This service is available to individuals who qualify for a transit service card (see website for eligibility criteria). The contract operator schedules and dispatches transportation to meet service requests. The following charts illustrate ridership over the last five years:



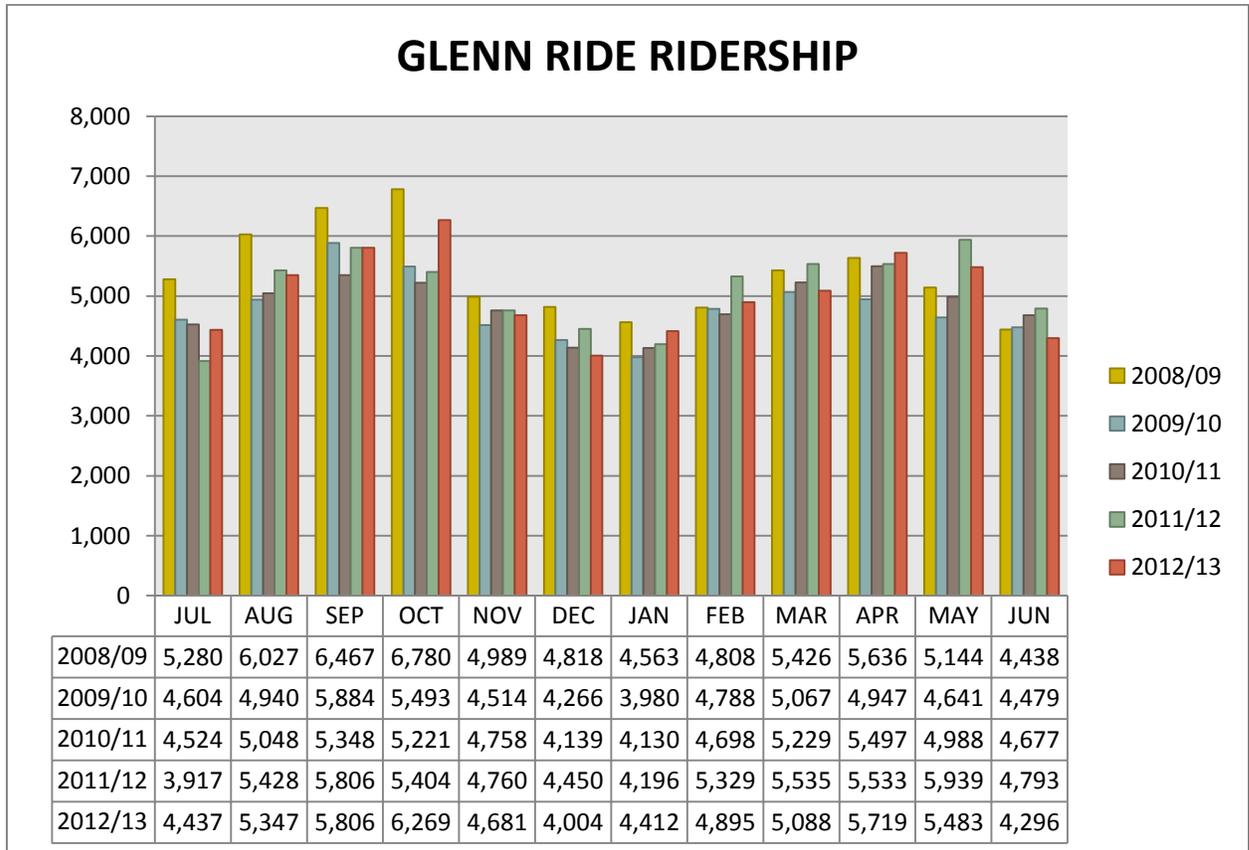


Service Hours Fiscal Year 2008/2009 -2012-2013												
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
08/09	579.75	577.5	547.5	654.25	573.25	641.75	596.5	584.5	624.25	634.25	595.25	619.75
09/10	635	698.5	575.5	601.5	545.5	559.25	496.25	502	563.75	536.75	521.25	558.5
10/11	545.5	542	516.25	534.5	347	274	259.25	240.25	290.25	309.25	277.75	312.75
11/12	91.25	95.25	95.75	83.75	90.25	87.75	97	78.25	96.75	77	87.50	87.75
12/13	85.25	72.25	49.25	85	73.5	63.25	86.25	72	86.25	81.25	72.25	75.5

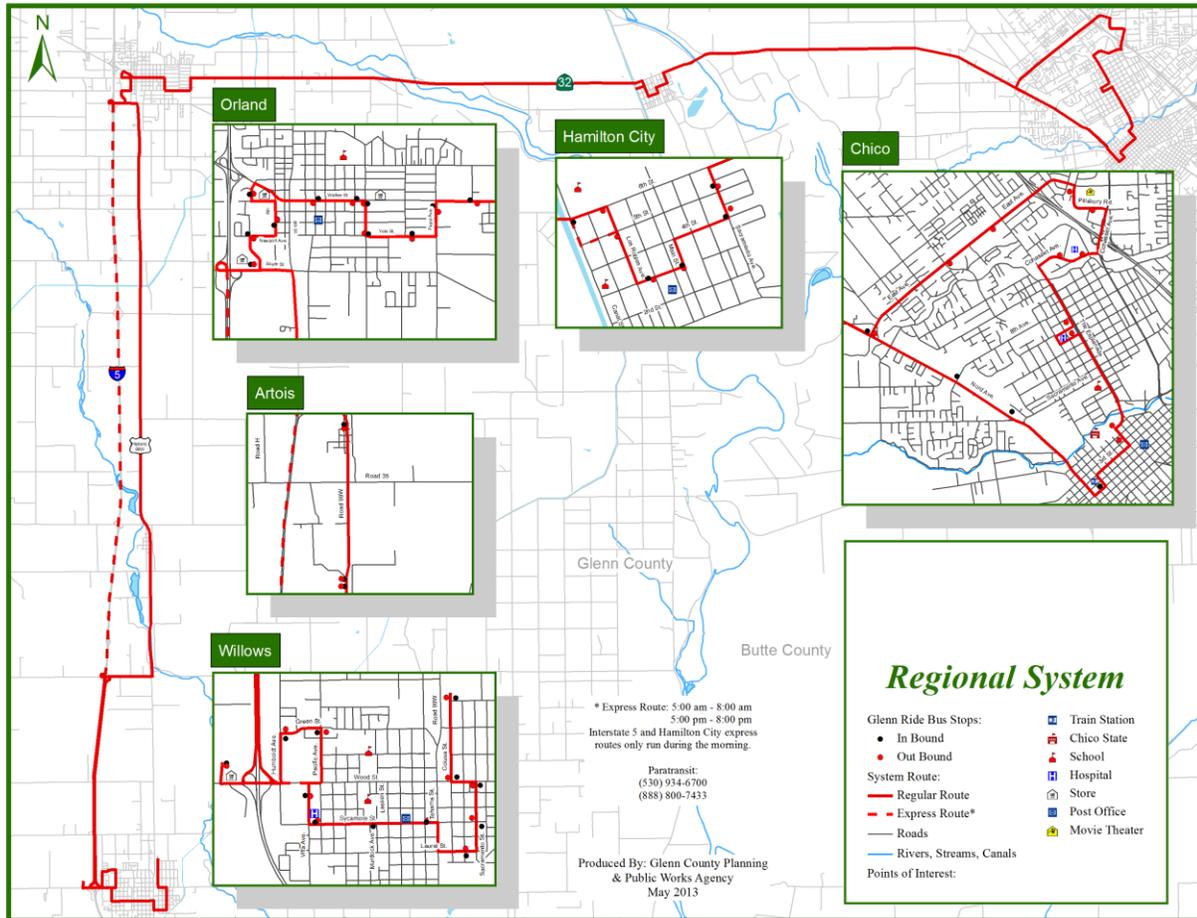
- Volunteer Medical Transportation** is a specialized demand response program for eligible Glenn County Residents which provides transportation to and from medical appointments outside of the Glenn Ride and Dial-A-Ride service areas. Volunteer drivers are reimbursed by the contract operator at a rate equivalent to the federal vehicle mileage reimbursement rate along with a stipend set by the Regional Transit Committee. These costs are then passed through to GTS. The contract operator also schedules and dispatches transportation to meet service requests. Below is a chart representing ridership for this program for the last three years:



- Glenn Ride** is an interregional deviated fixed route service which operates one route which travels from the City of Willows to the Chico area (see map). This service provides seven round trips per day Monday –Friday and operates between the hours of 5:15am to 8:15pm. On Saturdays, this service makes 3 round trips between the hours of 8:00am and 7:30pm. This services travels through the Willows, Artois, Orland, Hamilton City and Chico communities which are the more populated areas in the region. The following graph shows ridership over the last five years:



Service Hours Fiscal Year 2008/2009 -2012-2013												
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
08/09	533.25	549.25	554.5	597	507.75	566	528.5	517.25	564	568	534.75	529.25
09/10	541.5	535	553.25	572.75	489.25	529	508	525.25	584	559.75	506.25	531.5
10/11	516.75	549.75	549.75	532.75	521.25	533	511	503	585.25	554.75	540.25	532.25
11/12	496	573.5	583	572.5	521.25	526	531.25	554	587.75	563.25	598.75	525.5
12/13	511.75	584.75	517.75	619.5	528.5	489.75	540.5	479.5	519	534	534	525



*Glenn Ride Route Map*

Transit services do not run on the following holidays: New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A reduced schedule is observed on the following days: Martin Luther King, Jr.’s Birthday, Presidents Day, Veterans Day, the day after Thanksgiving, Christmas Eve, and New Year’s Eve.

The contract operator manages, trains, and is responsible for recruiting drivers to successfully operate the GTS transit system. In concert with designated GTS staff, the contract operator helps to promote, plan, and work to make the system more efficient. All tickets and other related purchases are handled by the contract operator.

**D. TRANSIT FLEET**

The GTS fleet is composed of 12 vehicles; nine of which are currently in service in some form. All vehicles are owned by GTS along with the equipment such as fare boxes, radios, and on-board camera systems. Vehicles are parked in the Glenn County Public Works Corporate Yard.

GTS Transit Operations RFP

<b>Manufacturer</b>	<b>Year</b>	<b>Length</b>	<b>Seating Capacity</b>	<b>Wheel Chair Tie Downs</b>	<b>Mileage</b>	<b>Program Use</b>	<b>Status</b>
<b>#74 Blue Bird (Medium-Heavy Duty)</b>	2006	31'	28	2	390,699	Glenn Ride	Out of Service (Requires new transmission) Surplus.
<b>#75 Blue Bird (Medium-Heavy Duty)</b>	2006	31'	28	2	339,211	Glenn Ride	Emergency back-up
<b>#76 Glaval/GMC (Medium Duty)</b>	2008	32'	22	2	165,470	Glenn Ride	Back-up/Saturday Service
<b>#77 Glaval/GMC (Medium Duty)</b>	2008	32'	22	2	168,925	Glenn Ride	Back-up/Saturday Service
<b>#90 Gillig Low Floor, Heavy Duty</b>	2012	40'	39	2	28,686	Glenn Ride	Full Service
<b>#91 Gillig Low Floor, Heavy Duty</b>	2012	40'	39	2	28,845	Glenn Ride.	Full Service
<b>#84 Starcraft/Ford Type II Bus</b>	2009	23'	15	3	43,842	Dial-A-Ride	Full Service
<b>#85 Starcraft/Ford Type II Bus</b>	2009	23'	15	3	43,158	Dial-A-Ride	Full Service
<b>#86 Starcraft/Ford Type II Bus</b>	2009	23'	15	3	38,310	Dial-A-Ride	Full Service
<b>#87 Starcraft/Ford Type II Bus</b>	2009	23'	15	3	35,221	Dial-A-Ride	Full Service
<b>#88 Starcraft/Ford Type II Bus</b>	2009	23'	15	3	27,751	Dial-A-Ride	Back-up
<b>#89 Starcraft/Ford Type II Bus</b>	2009	23'	15	3	26,878	Dial-A-Ride	Back-up

E. OPERATIONS AND MAINTENANCE FACILITY

GTS vehicles are maintained at the Glenn County Planning & Public Works Agency corporate yard located at 453 E. County Road 49½ in Willows, CA. This facility is lighted, security fenced, and has service and wash bays. All but one of the vehicles are stored at this facility. The remaining vehicle is stored in the Glenn County Corporate Yard in Orland and is rotated as needed. GTS contracts with the Glenn County Planning & Public Works Heavy Fleet Division for maintenance of all vehicles. The contract operator coordinates with the Heavy Fleet mechanics to assure that vehicles are adequately maintained on a routine basis and to address any major maintenance issues. Heavy Fleet mechanics are available on call as needed.

Routine cleaning of the vehicles' exterior and interior is done by the contract operator using the wash bays available in the corporate yard. GTS provides fueling cards to the contractor for all transit vehicles.

The contract operator has established an office as required by contract with GTS. The office provides facilities for the drivers, dispatch, administrative office needs, and customer service.

F. SERVICE GOALS

GTS endeavors to achieve the following:

- Maintain a safe, reliable public transit system.
- Continue to improve operational efficiency
- Expansion of the existing transit system
- Coordination with surrounding agencies on purchasing to benefit from economies of scale
- Pursue alternative means of funding for the transit system
- Succession planning for key employees and Volunteer drivers
- Maintain and improve connection to adjacent transit systems

G. TERM

The contract agreement to provide the management and operation of the described regional system will have an initial term of five and one half years with an option for two (2) two-year extensions for a total of nine and one half years. Said agreement will be effective January 1, 2014.

A long term agreement tied to the consumer price index is critical to the financial stability of the regional transit system. GTS is one of many rural agencies in California and across the nation dealing with diminishing revenue sources to deliver transit services. Additionally, the proposed contract term brings transit expenditures in line with the GTS fiscal year. The current

transit services contract is based on the calendar year. This change will allow GTS to more effectively plan and budget for the coming years.

With fluctuations in funding sources for rural transit, a long term contract approach will help to mitigate these variations and keep service to the public consistent. Local Transportation Funds can be more effectively allocated to deal with reduced apportionments in federal and state funding to the rural transit system. The current federal transportation legislation known as MAP-21 will expire in 2014 with funding for future reauthorizations of this legislation a major concern. Further, a long term approach helps to reduce the burden of cost on a rural transit like GTS of going out to bid frequently. The RFP method of procurement is consistent with Federal Transit Administration best practices as it provides full and open competition as all potential "OFFERORS" are encouraged to participate.

The term of the contract shall not be impacted by the reduction of service hours due to decreased funding or by the potential increase of service hours due to award of additional grant funding. Revenue hours may change by more than 20% depending on the increase or reduction of funding to the transit system. This scenario is beyond the control of GTS and it will not re-advertise this RFP.

## **II. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

The following shall be considered an essential part of this Request for Proposals (RFP).

### **A. GENERAL INFORMATION**

Proposals are requested by Glenn Transit Service, referred to as "GTS" herein, for management and operation of its regional transit systems in the Glenn County region. The GTS transit system includes: Glenn Ride, Dial-A-Ride, and the Volunteer Medical Transportation (VMT). For purposes of this RFP, independent contractors interested in submitting proposals are referred to as "OFFEROR," "PROPOSER" or "CONTRACTOR".

Incorporated into this RFP is a DRAFT AGREEMENT that specifies the scope of work required. The successful OFFEROR to whom an award is made will be required to enter into an agreement with GTS substantially similar to the DRAFT AGREEMENT. The final AGREEMENT will incorporate changes or revisions necessitated by the RFP process and negotiations, and will be subject to review and approval of GTS Legal Counsel and the Regional Transit Committee.

The selected OFFEROR will be responsible for meeting all requirements as specified in the DRAFT AGREEMENT, including, but not limited to, daily operation of the transit services, coordination of activities with GTS staff, coordination with maintenance staff, record keeping,

## GTS Transit Operations RFP

insurance coverage, and compliance with local, state, and federal laws and other legal requirements.

All proposals shall be for management and operation of the transit services provided by GTS, as specified and in all respects, so that the proposal contemplates and ensures a complete “turnkey” approach such that nothing remains to be purchased, provided or supplied by GTS, other than as noted within the provisions of this RFP. It is understood by each OFFEROR that this RFP requires, in all cases, all elements necessary to operate the specified transit services for GTS.

Prospective CONTRACTORS qualify to submit a proposal by:

- Attending the mandatory pre-qualification conference
- Submitting the required pre-qualification documentation by the specified deadline.

### B. TENTATIVE SCHEDULE

The tentative schedule and description of events for this procurement of services are given below:

<u>Date:</u>	<u>Event:</u>
October 25, 2013	GTS issues RFP
November 12, 2013	Pre-Qualification Conference Pre-Qualification packet due
November 13, 2013	Notice of Qualification e-mailed to PROPOSERS
November 18, 2013	Deadline for submitting questions to GTS by 5:00pm
November 19, 2013	Response to Questions e-mailed to PROPOSERS
November 21, 2013	Deadline for submitting protests to GTS.
November 25, 2013	Deadline for submitting protests to Caltrans
<b>December 3, 2013</b>	<b><u>Proposals due by 4:00pm.</u></b> Non-public opening is held.
December 4 – 6, 2013	Panel evaluates proposals, determining which are responsive and meet operational goals. Interviews may be requested.
December 19, 2013	Selection of contractor and award of contract by GTS.

**January 1, 2014**

**Contractor starts service.**

These tentative dates, including the service startup date, are subject to change at the sole discretion of GTS.

**C. PRE-QUALIFICATION CONFERENCE**

A mandatory pre-qualification conference will be held at 2:00 p.m. on Tuesday, November 12, 2013 in the Conference Room, Glenn County Planning & Public Works Office, 777 N. Colusa St., Willows, CA 95988 for the purpose of familiarizing PROPOSER with the transit system, receiving/responding to questions and comments pertaining to this RFP and the attached Agreement. **Attendance at this meeting is mandatory.** Meeting notes will be posted on the transit webpage together with the other RFP documents.

Questions, requests for interpretation or comments must be submitted in writing to:

- By mail or delivery service to GTS Bus Advertising RFP, c/o Mardy Thomas, Senior Planner, P.O. Box 1070, Willows, CA 95988; or,
- Faxed to (530) 934-6533; or,
- E-mail to [mthomas@countyofglenn.net](mailto:mthomas@countyofglenn.net).

Written questions and comments must be submitted by the deadline specified in item *B. Tentative Schedule*. Parties submitting written questions and/or comments are responsible for verifying delivery. A written response to questions received at the pre-proposal conference and to written questions received by the deadline will be posted to the transit webpage within the Glenn County website and e-mailed to PROPOSERS as specified under Part II (B) of this RFP.

**D. PRE-QUALIFICATION SUBMITTALS**

Any party wishing to submit a proposal in response to this RFP shall submit the following information to GTS in connection with their attendance at Pre-qualification conference:

**1. INSURABILITY**

PROPOSER shall submit proof that it can secure insurance policies of at least \$5 million (per occurrence) for general liability and vehicle insurance respectively to provide the services described herein. A letter from an insurance carrier stating PROPOSER can secure insurance is sufficient.

**2. CONTRACTS WHICH REQUIRED ADDITIONAL REVENUE WITHIN ONE YEAR OF CONTRACT AWARD BETWEEN 2003 AND 2013.**

PROPOSER shall submit a list of all awarded contracts that required additional revenue from an awarding party within one year of award. Said list must include amount of

increase, percent of budget, detailed explanation for the increase and all contact information of the agency or party that awarded PROPOSER the transit contract. This is an opportunity for PROPOSER to demonstrate the accuracy of its budget models and proposals. Revenues to GTS through the Local Transportation Fund have fluctuated greatly over the last five years. Federal grants and other funding have also been unstable. Transportation funding sources are expected to remain unstable for the foreseeable future.

3. OPERATIONS EXPERIENCE

PROPOSER shall demonstrate that its firm has a minimum of ten years of experience in fixed route and demand response transit services.

4. KEY POSITIONS WITHIN THE FIRM

PROPOSER shall provide an organization chart, list of all key positions within the firm and the number of years that individual has been in that position (include promotions of individuals to other positions). Explain positions with multiple changes during the past five years.

5. UNIQUE QUALITIES/ABILITIES THAT CAN BE OFFERED

PROPOSER is provided an opportunity to communicate its unique qualities and tangible results that would be realized by GTS if hired.

6. STANDARD OPERATING PROCEDURES TO ENSURE COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT (ADA) FOR FIXED ROUTE AND DEMAND RESPONSE SERVICES

PROPOSER shall list standard operating procedures they practice at other rural transit services similar to GTS. The list must identify the location, client contact information and practices implemented by PROPOSER to ensure compliance with ADA requirements. PROPOSER is not allowed to list practices not currently implemented. PROPOSER may request this information be held in confidence and returned if the procedures are deemed proprietary.

7. DESCRIBE EXPERIENCE WORKING WITH VOLUNTEERS

PROPOSER shall describe how is has worked with volunteers and its years experience working with volunteers.

8. CALL CENTER OR BROKERAGE TYPE EXPERIENCE

PROPOSER shall describe its experience with coordinating rides for individuals to medical and other appointments for a dial-a-ride or volunteer driver service.

9. CUSTOMER SERVICE

PROPOSER shall demonstrate its ability to provide strong customer service to transit riders by providing letters of reference from clients to whom they have provided fixed route and demand response services during the past five years. Additionally, PROPOSER shall submit a reference list of customers which includes the agency name, contact person, phone, email, type/description of service, and term of service provided.

10. SAFETY

PROPOSER shall provide written certification of compliance with Senate Bill 98 Injury and Illness Prevention Plan. Information regarding implemented safety incentive programs in other rural transit systems should also be included. PROPOSER shall also provide the most recent California Highway Patrol Safety Compliance Report/Terminal Record Update on two current operations.

A list of qualified CONTRACTORS will be established based on upon review of the aforementioned pre-qualification submittals. Failure to submit and/or adequately address the 10 items may result in disqualification. Notices will be sent to qualified CONTRACTORS as indicated in Part II (B) of this RFP.

E. RFP ADDENDA

Any changes to the RFP requirements will be made by written addenda by Mardy Thomas, Senior Planner 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 mailed (or transmitted by e-mail or fax if provided) to OFFERORS at the address provided by OFFERORS. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

F. VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of GTS shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

G. PROTESTS

Protests regarding any aspect of this RFP must be submitted in writing to GTS Transit Operations RFP, c/o Mardy Thomas, Senior Planner, Glenn Transit Service, 777 N. Colusa St., Willows, CA 95988 by the date outlined in Part II (B) of this RFP. Emails or faxes are not

## GTS Transit Operations RFP

acceptable. The protest must include the specific circumstances, procedures, or decisions being challenged.

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at GTS level, any interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA Section 5311 grant.

Caltrans' review of any protest is limited to:

- 1) Violations of Federal or State law or regulations.
- 2) Violations of GTS's protest procedures.
- 3) Failure of GTS to review a complaint or protest.

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify GTS as the party responsible for the RFP process.
- 3) Contain a statement of the ground for protest and any supporting documentation.
- 4) Include a copy of the protest filed with GTS, and a copy of GTS decision, if any.
- 5) Indicate the desired relief from Caltrans.
- 6) A copy of the said protest shall be sent to Glenn Transit Service, c/o Mardy Thomas, Senior Planner, 777 N. Colusa St., Willows, CA 95988

Such protests should be sent to:

State of California  
Department of Transportation  
Division of Mass Transportation, MS 39  
Attn: James Ogbonna, Chief of Rural Transit and Intercity Bus Branch  
PO Box 942874  
Sacramento, CA 94274-0001

The deadline for submitting protests to Caltrans prior to proposal opening is November 25, 2013.

H. REQUIRED SUBMITTAL INFORMATION

Proposals must be received by GTS at the time, date, and location stated in the “NOTICE OF REQUEST FOR PROPOSALS” and under Part II (B) of this RFP. **Proposals must be delivered to:**

**GTS Transit Operations RFP  
c/o Mardy Thomas, Senior Planner  
777 N. Colusa St.  
Willows, CA 95988**

**Delivery Telephone: (530) 934-6540**

GTS will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to proposer unopened.

Each OFFEROR must submit at least one (1) original signed copy and five (5) duplicate copies of the complete proposal in sealed envelope(s) marked “GTS Transit Operations RFP” and the name of the OFFEROR.

Proposals must be submitted on the PRICE PROPOSAL FORMS provided and must include all required attachments. All prices and notations must be in ink or typewritten and are based on the GTS fiscal year of July 1 to June 30. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto. The person signing the PRICE PROPOSAL FORMS must initial all corrections in ink.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a “prime” contractor and one or more subcontractors, PROPOSER shall identify the subcontractors in the areas of their responsibility; but GTS will enter into an agreement only with the prime contractor who shall be responsible for all services required by this RFP and the attached AGREEMENT.

By submitting a proposal, the OFFEROR certifies that his or her name (as well as the name of any proposed subcontractor) does not appear on the Comptroller General’s List of Ineligible Contractors for federally assisted projects.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for ninety (90) days after the final proposal submission date.

GTS makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. GTS expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsiveness of any OFFEROR and suitability of any materials and/or services to be rendered.

I. PUBLIC RECORDS AND CONFIDENTIALITY

The proposals shall be held in confidence and shall not be available for public review (Government Code Section 6254 (h) and (k)) until all negotiations are complete and a GTS meeting agenda is released with a recommendation for award. Upon release of such agenda, all proposals shall be public records unless the information is exempt from disclosure by law.

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 GTS 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 GTS withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The PROPOSER may not designate its entire proposal or bid as confidential. Additionally, PROPOSER may not designate its cost proposal or any required bid forms or certifications as confidential.

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

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

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

J. SCREENING, SELECTION, AND AWARD

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part III of this RFP, and (b) submits the proposal considered most advantageous to GTS based on the EVALUATION CRITERIA set forth under Part IV of this RFP.

Negotiations may or may not be conducted with OFFERORS; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The Screening and selection process will be as follows:

Step 1: Attend the Pre-qualification Conference, submit the required pre-qualification documentation, and receive notice from GTS identifying firm as qualified OFFEROR.

Step 2: Sealed proposals will be opened and evaluated to determine compliance with REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 3: Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weighting assigned thereto. Weighted scores from all panel members will then be added and a percentage value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend award of the contract without further discussion to the OFFEROR receiving the highest score, or to interview with OFFERORS within a competitive range.

If a decision is made to conduct interviews, OFFERORS within a competitive range will be interviewed between November 27 and December 6, 2013. The purpose of such interviews will be to obtain additional information or clarification of OFFERORS' proposals, and to discuss modifications of such proposals. A senior manager authorized to commit on behalf of the OFFEROR shall be present at interviews.

Step 4: The evaluation panel will review interview notes and then, using the same evaluation criteria and weighting system described earlier, provide scores based on the proposal, and interviews. Weighted scores from all members will be added to determine which proposal has the highest score. The evaluation panel will then recommend one firm, based on the results of the final scoring, for Regional Transit Committee's approval. Approval is expected by December 19, 2013.

GTS reserves the right to withdraw this RFP at any time without prior notice. Further, GTS reserves the right to modify the RFP schedule described Part II (B). GTS also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. GTS expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility and responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

**K. ATTEMPT TO INFLUENCE OFFICIALS**

With the exception of contacting Mardy Thomas, Senior Planner to ask questions regarding this RFP, any party submitting a proposal shall not contact or lobby any Regional Transit Committee member, or any employee, or agent regarding the RFP. Any PROPOSER attempting to influence the proposal, submittal and review process through ex parte contact of any GTS official shall have its proposal disqualified.

**L. EXCEPTIONS**

OFFERORS shall not, after exhausting protest avenues, take exception or make alterations to any requirement of this RFP.

**M. ALTERNATIVES**

If an alternative proposal is submitted, it must be clearly identified as such. No such proposal shall be considered unless it satisfies all requirements of this RFP. GTS expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in GTS's best interest.

**N. OFFEROR'S REPRESENTATIONS**

In submitting a proposal, the OFFEROR affirms that it is familiar with all requirements of the RFP and has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that it has checked the proposal for errors and omissions; that the prices stated are correct and as

intended by the OFFEROR and are a complete statement of its prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The above provisions shall apply equally to any proposal modifications submitted by OFFEROR.

O. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to GTS; (3) negotiating with GTS any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT.

GTS shall not, in any event, be liable for any pre-contractual expenses incurred by OFFEROR. OFFEROR shall not include any such expenses as a part of the price proposed in response to this RFP.

P. COMPLIANCE WITH LAWS REQUIREMENTS

By submitting a proposal, OFFEROR certifies that it will comply with all local, state and federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection with this project, the OFFEROR shall not discriminate on the grounds of race, color, religion, sex or national origin.

Q. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

Contractors are advised that, as required by federal law, the California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as subrecipient deems appropriate.

R. INTERPRETATION

The laws of the State of California shall govern all the rights and duties of the successful OFFEROR and GTS under the contract entered into pursuant to this RFP.

S. EXECUTION OF THE AGREEMENT

If the CONTRACTOR is an individual, he or she shall execute the AGREEMENT personally. If the CONTRACTOR is a partnership, the AGREEMENT shall be executed by all partners, or by a managing general partner lawfully empowered to bind the partnership. If the CONTRACTOR is a limited liability company, a person authorized by the limited liability company to execute written contracts on its behalf must execute the AGREEMENT. If the CONTRACTOR is a corporation, it must be executed by an officer of the corporation, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the AGREEMENT, or if a person other than an officer executes it, there must be attached to the AGREEMENT a certified copy of a resolution of the corporation authorizing such officer or person to execute written agreements for and on behalf of the corporation. If the CONTRACTOR is a joint venture, the AGREEMENT must be executed on behalf of each participating firm by officers or other officials who have full and proper authorization to do so.

**III. REQUIRED QUALIFICATIONS OF CONTRACTOR (STEP1)**

Proposals for the management and of the GTS public transit system will be evaluated by GTS to determine whether or not they meet the following required minimum qualifications. ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS MAY BE CONSIDERED NONRESPONSIVE AND MAY BE REJECTED. ONLY PROPOSALS FROM PRE-QUALIFIED CONTRACTORS SHALL BE CONSIDERED.

A. CONFLICT OF INTEREST/INELIGIBILITY

Any proposal, which indicates a conflict of interest or is on the Comptroller General's list of ineligible contractors for federally-assisted projects, shall be considered non-responsive and will be rejected. OFFEROR shall submit Certification Regarding Lobbying (49 CFR Part 20),

Government-Wide Debarment and Suspension (Non-procurement – 49 CFR Part 29), and Executive Order 12549 forms which are included in this RFP. OFFEROR must include written assurance within its proposal that there will be no conflict of interest between the proposed operation and any previous, existing, or future operation.

**B. EXPERIENCE AND CAPACITY TO PERFORM CONTRACT REQUIREMENTS**

In order to be considered a responsive OFFEROR, the OFFEROR must have all of the following:

1. The OFFEROR must demonstrate extensive, recent experience (within the past ten years) in managing and operating public transit services in rural areas, or in closely related situations. The OFFEROR should demonstrate experience and familiarity with fixed-route and demand response public transit services including all related tasks such as vehicle control and dispatch, training, safety, compliance with ADA regulations, etc. OFFEROR must also demonstrate the capability to provide qualified personnel to manage, operate, and coordinate the transit system.

OFFEROR shall furnish with the proposal a statement of qualifications demonstrating the foregoing and listing OFFEROR's experience with transit operations similar to GTS together with the names, addresses, and telephone numbers of other clients including **all** other public transit system clients in California.

2. The OFFEROR must submit a description of the firm's organizational structure, history, legal status (i.e., sole proprietor, partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy. GTS is particularly interested in OFFEROR's approach to management of the Dial-A-Ride and Volunteer Medical Transportation, its organizational resources and expertise available for this contract, and the primary businesses or range of diversified businesses in OFFEROR is involved.
3. The OFFEROR must prove to GTS's satisfaction that it possesses and will commit sufficient organizational/manpower resources dedicated to GTS to effectively manage and operate GTS transit services. The OFFEROR shall provide a proposed staffing plan indicating all management and staff employee positions, number of full-time equivalent employees at each position (1,820 work hours per year), and salary and benefit schedules for each employee classification.

The staffing plan must include resumes of proposed General Manager, Operations Manager, and all other management positions showing all relevant education, training and experience. These individuals must be available for interview by GTS staff.

This contract is subject to the provisions of California Labor Code Section 1070 et seq. The successful OFFEROR must make every effort to retain current employees. OFFEROR shall declare as part of their proposal whether or not their firm will retain the employees of the prior contractor for a period of at least 90 days. These transitioned employees must be utilized in similar positions and perform essentially the same service as they did under the previous contractor. The successful OFFEROR who agrees to retain employees of the previous contractor pursuant to these provisions shall retain them as they were employed by the previous contractor except for reasonable and substantiated cause. Said cause shall be limited to the particular employee's performance or conduct while working under the prior contract, failure of any controlled substance or alcohol test, physical examination, criminal background check required by law or as a condition of employment, or other standard hiring qualification lawfully required by the successful OFFEROR.

4. The OFFEROR's proposed allocation of resources must demonstrate an understanding of the entire scope of work and requirements as described herein together with a detailed budget breakdown.
5. OFFEROR must demonstrate a familiarity with modern management practices, a record of equitable labor management practices and a commitment to Equal Employment Opportunity practices. OFFEROR must document their screening and selection program for vehicle operators including a proposed substance abuse screening program.
6. OFFEROR shall submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operation under the new AGREEMENT. The schedule must provide for the transition to the new CONTRACTOR after January 1, 2014 or when the contract is awarded by the Regional Transit Committee through the first complete month of transit operations. Any disruption to regular Glenn Ride, Dial-A-Ride, and Volunteer Medical Transportation services shall be identified with measures that will be taken to decrease service interruptions.
7. The OFFEROR must have a satisfactory record of performance, including positive references from other recent clients. A satisfactory record of performance shall include

delivery of services within budget, having an acceptable on-time performance, positive customer feedback, and a consistently cooperative relationship with the contract purveyor.

8. If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor.
9. The insurance and bonding requirements of this RFP, including the DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect.
10. The successful OFFEROR shall be required to secure a location to provide office space where transit services can be effectively managed and operated. Said location shall be adequately and appropriately equipped for administrative personnel, dispatching and information staff, driver room and/or safety meeting room. Location shall also allow acceptable access to the public for the purpose of purchasing fare media, making inquiries regarding services, and arranging appointments for transportation.

C. FINANCIAL

1. Each OFFEROR shall demonstrate the use of an adequate, up-to-date management information system which has been implemented and can be maintained to meet the data collection, accounting and reporting requirements of the Scope of Work. Said system must be acceptable to GTS.
2. Insurance and bonding requirements of this RFP, including those identified in the DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect. OFFEROR must state renewal dates and must provide a statement of loss experience for the previous five years. The statement of loss experience must also identify any claims which may be pending at the time OFFEROR submits their proposal.
3. Price Proposal forms included herein shall be used to submit OFFEROR's firm fixed price proposal for all work described in the Scope of Work and DRAFT AGREEMENT. Proposals without Price Proposal forms shall be considered non-responsive and will be disqualified.

#### **IV. EVALUATION AND SELECTION CRITERIA (STEPS 2 & 3)**

##### **A. CRITERIA TO DETERMINE PROPOSALS WITHIN A COMPETITIVE RANGE (STEP 2)**

Responsive proposals shall be evaluated in accordance with the following four evaluation and selection criteria, listed in general order of relative importance (exact weighting of categories will not be revealed until after a contractor has been selected).

##### **1. Responsiveness and Comprehensiveness of the Proposal**

Understanding of GTS needs and Scope of Work.

##### **2. Qualifications of the Individual or Firm**

Professional ability of the firm to carry out the proposed project, including the capabilities of personnel, knowledge of the project requirements, financial capacity, and knowledge of applicable laws and potential legal issues.

##### **3. Experience and Performance**

Experience and performance in managing, operating, coordinating and providing transit services.

##### **4. Price/Cost**

In evaluating the price/cost for OFFEROR'S services, the evaluation panel will consider the viability of the proposed approach in managing and operating GTS transit services.

##### **B. FINAL SELECTION (STEP 3)**

Final Selection shall be made based above selection criteria and any interviews conducted.

## **V. SCOPE OF WORK**

OFFEROR shall perform the duties and accept the responsibilities set forth in the DRAFT AGREEMENT and this RFP in connection with its operation of GTS transit services.

### **1. Glenn Transit Service Duties and Responsibilities**

Glenn Transit Service (GTS) shall perform the following duties and accept the following responsibilities with respect to the performance of its transit services. To the extent reasonable and feasible, CONTRACTOR shall assist Glenn Transit Service in this regard.

#### **1.1 System Planning and Administration**

GTS shall be responsible for all planning activities relative to routes, schedules, service areas, days and hours of operations, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation and other such activities relative to overall system administration. CONTRACTOR may be requested to assist in these efforts.

#### **1.2 Advertising and Promotion**

GTS shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of GTS transportation services and to promote ridership. CONTRACTOR may be required to assist in distribution of promotional materials or advertisements, or participate in special promotional programs.

#### **1.3 Schedules, Passes, Tickets, Transfers and Service Brochures**

GTS shall prepare, print and provide all required schedules, passes, tickets, transfers, service brochures and like materials. CONTRACTOR shall distribute and disseminate such materials as appropriate in accordance with the provisions of this agreement and any directions supplemental thereto as provided by GTS.

#### **1.4 Radio Communications Systems**

CONTRACTOR shall use radio communications system, for the fixed-route and Dial-A-Ride systems, provided to it by GTS solely for the purpose of providing communications between its dispatch center, GTS vehicles and road supervisors in connection the GTS operations. CONTRACTOR shall comply with all federal statues and regulations in connections with such use.

## GTS Transit Operations RFP

### 1.5 Street Furnishings

GTS, or its designee, shall purchase, install, maintain and replace all street furnishings that shall be provided for the operation of the Glenn Transit Service system. Such furnishings shall include, but not be limited to, bus stop signs, posts, benches, and shelters.

### 1.6 Notification of Service Changes

Should GTS determine to implement a substantially different service design for the transit system, GTS shall confer with CONTRACTOR as to the most appropriate level and description of services and shall amend, if necessary, this Scope of Work document by providing CONTRACTOR with a 30-day written notification of program changes.

## **2. Vehicles, Equipment and Supplies**

GTS shall provide all vehicles and all equipment necessary for their safe operation in the fixed-route system and Dial-A-Ride. GTS shall be responsible for all upkeep and maintenance of these vehicles, and all licensing and other necessary operating certificates (General Public Paratransit Vehicle, smog, etc.).

CONTRACTOR shall assist, when requested by Glenn County Service Center to transport buses for repairs, maintenance and emergency services.

### 2.1 Fuel

GTS shall provide gasoline and/or diesel fuel for all transit vehicles either by providing a fueling station accessible to CONTRACTOR, fuel cards, or by providing “pass through” reimbursement to CONTRACTOR via monthly invoices.

### 2.2 Radios, Fare boxes, etc.

GTS shall provide radios, fare boxes (if required), and any other non-standard equipment required for all fixed-route and Dial-A-Ride vehicles.

### 2.3 Parking Facilities

GTS shall provide Parking facilities for all fixed-route and Dial-A-Ride vehicles.

### 2.4 Vehicle Cleaning

GTS shall provide a vehicle cleaning facility and exterior washing supplies for all vehicles used to provide services under this contract. GTS shall supply space for a locking supply cabinet to maintain the interior cleaning supplies for the vehicles.

CONTRACTOR shall be responsible for the cleaning supplies for the interior cleaning of all vehicles used to provide service under this contract. CONTRACTOR is responsible to maintain the cleanliness and overall appearance of all vehicles used to provide services under this contract.

### **3. Contractor Duties and Responsibilities**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of GTS fixed-route system (Glenn Ride), Dial-A-Ride demand response system, and volunteer medical transportation system. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as an integral element of operating fixed-route or demand response services.

#### **3.1 General Operations**

CONTRACTOR shall assist and cooperate with REGIONAL TRANSIT COMMITTEE in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with REGIONAL TRANSIT COMMITTEE on matters related to operations, monitoring, reporting and service performance measurements.

The Contractor will provide service within the boundaries determined by the REGIONAL TRANSIT COMMITTEE.

#### **3.2 Management Requirements**

CONTRACTOR shall provide the necessary management, technical and operating services for GTS as specified by REGIONAL TRANSIT COMMITTEE.

CONTRACTOR shall be responsible for the recruitment and training of sufficient management, scheduling and dispatch, customer services and record keeping staff to support the SYSTEM operation.

CONTRACTOR shall be responsible for the establishment of a facility with sufficient space, power, lighting, and A/C, and heat to adequately accommodate all management, dispatch and customer service staff.

CONTRACTOR will be allowed to continue to access Cal-Net and/or Centrex for the toll-free and primary transit lines. Charges shall be the financial responsibility of CONTRACTOR. This is to allow for cost-savings for the transit programs.

CONTRACTOR shall maintain a telephone system that will require at least one dedicated local phone number for all incoming calls from the public in the Orland and Willows areas. If the dispatch center is located outside either of the local Orland/Willows telephone toll area, CONTRACTOR will be responsible to provide a toll free (800/888) or local line number for customer use.

CONTRACTOR shall provide and maintain a central dispatch communication system capable of high quality two-way voice communication between the dispatch center and all service vehicles operating within the fixed-route and Dial-A-Ride areas.

### 3.3 Management Reporting and Record Keeping

CONTRACTOR shall submit to GTS monthly invoicing that includes, but is not limited to, the following information for each program: Daily service hours, service miles, fuel usage, passenger ridership, mobility lift usage, bicycles transported (when applicable to the program), on time performance, fare collection, cash and deposit reconciliation, punch card and bus pass reconciliation. Upon request of GTS Program Manager, CONTRACTOR shall submit additional reports pertaining to program evaluations.

CONTRACTOR shall collect, deposit and maintain inventory control of all bus passes and the DAR punch cards delivered by GTS. CONTRACTOR shall invoice, collect and deposit agency purchases of bus passes, DAR punch cards and transportation services as approved by GTS Staff. A monthly report shall be submitted showing balance due, invoice activity and invoice payments. All collections deposited shall be subtracted from the monthly invoice prior to submitting to GTS.

CONTRACTOR shall make available completed daily dispatch and driver logs, staff training, and road supervision, as well as all books, records, documents, accounting ledgers, and similar materials relating to work performed under the AGREEMENT for at least three (3) years following the date of final payment to CONTRACTOR by GTS.

GTS Staff will have access to such records for the purpose of inspection, audit and copying at reasonable times, during the CONTRACTOR's usual and customary business hours.

3.4 Service Days, Hours & Schedules

GTS services shall be operated in strict accordance with the operating days and hours, routes and schedules set forth by GTS or any revisions thereto, and shall provide such service in a safe, professional and a courteous manner, as program specified in Section 4.

3.5 Holidays

No service shall be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Said holidays shall be paid holidays for project employees of CONTRACTOR.

Reduced Service days apply to the following county holidays: Martin Luther King Jr. Day, President's Day, Veteran's Day, Thanksgiving Friday, Christmas Eve and New Year's Eve. Reduced Service holidays are paid status to employees that are scheduled for work and are considered a non-paid holiday status to non scheduled employees of CONTRACTOR.

3.6 Vehicle Operations

CONTRACTOR shall be responsible for the daily fueling and cleaning of vehicles.

CONTRACTOR shall be responsible for any fines, claims, or charges incurred in the operation of all service vehicles. CONTRACTOR shall hold GTS, the funding entity and all sponsoring agencies harmless for any fines, penalties or citations imposed on account of the operation of the service, and any expense incurred by the GTS because of them.

CONTRACTOR shall be responsible for reporting any mechanical or maintenance issues to the County Service Center in a timely manner.

CONTRACTOR shall not operate any vehicle when its condition jeopardizes public safety or is not in conformance with applicable Department of Transportation or California Vehicle Code requirements.

CONTRACTOR shall assume full responsibility for assuring the safety of passengers and operations personnel, and that vehicles and equipment are maintained at the highest possible level. CONTRACTOR shall comply with all California Highway Patrol and OSHA requirements, and any other related documents.

3.7 Safety Programs

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to GTS Staff.

CONTRACTOR shall require all drivers, supervisors, and On-Site Managers to participate in the Safety Program.

CONTRACTOR shall develop, implement and maintain an employee substance abuse and alcohol abuse testing program, subject to GTS approval, for all employees in safety-sensitive positions including personnel engaged in the operation and control of GTS vehicles and equipment. Such program shall meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

CONTRACTOR shall make available all files pertaining to drug and alcohol testing relating to work performed under the AGREEMENT for at least three (3) years following the date of final payment to the CONTRACTOR by GTS.

3.8 Accident and Incident Procedures

CONTRACTOR shall develop, implement and maintain formal procedures, subject to GTS Staff review and approval, for responding to accidents, incidents, service interruptions, and complaints. Occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances or complaints requiring more immediate attention, in service vehicle failures, equipment malfunctions or wheelchair lift failures.

All traffic accidents involving SYSTEM vehicles, irrespective of injury, shall be reported to the CHP or local police as appropriate, and to GTS Staff. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. CONTRACTOR shall supply GTS Staff with copies of all accident and incident reports.

Nothing in this section shall be construed by either CONTRACTOR or GTS to be in conflict with the CONTRACTOR's status as an independent contractor.

3.9 Customer Comments and Complaint Procedures

CONTRACTOR shall be responsible for recording customer comments and complaints received by telephone and provide general service policy and operational information during regular dispatch center business hours. CONTRACTOR shall be responsible for completing complaint forms provided by GTS Staff and investigate all operational complaints received. CONTRACTOR shall document the complaint resolution. CONTRACTOR shall immediately notify GTS Staff of any complaint involving alleged abuse, theft or criminal activity. CONTRACTOR shall be responsible for recording all complaint investigations within five (5) days of direct receipt from the public or GTS Staff, and may be required to provide follow up explanation. CONTRACTOR shall maintain an updated complaint file and provide GTS Staff with access to the file upon request.

### 3.10 General Services Standards

CONTRACTOR shall, at all times, provide service in a manner which will maximize productivity and at the same time maximizes customer service. Recognizing that the goals of productivity and customer service level may conflict, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with REGIONAL TRANSIT COMMITTEE expectations.

CONTRACTOR and REGIONAL TRANSIT COMMITTEE Program Manager shall periodically meet to evaluate performance of the system 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 REGIONAL TRANSIT COMMITTEE Program Manager.

#### 3.10.1 Performance Penalties

1. On Time Performance Assessment – The CONTRACTOR shall be assessed a \$200/month penalty for each month that on time performance falls beneath the ninety (90) percent standard.
2. Vehicle Replacement Assessment - The CONTRACTOR shall be assessed a penalty of \$100/incident for each when the CONTRACTOR does not notify county service department for an appropriate replacement vehicle within sixty (60) minutes of a service disruption resulting from a vehicle breakdown or accident or is unable to effectively reassign trips to other in service vehicles resulting in scheduled trips not being served.

### 3.10.2 Failure to Report Incidents

The CONTRACTOR shall be assessed a charge of \$200 for failure to contact the designated GTS Staff contact within sixty (60) minutes of a serious service disruption or incident. These could include, but not be limited to any major service disruption due to serious vehicle accidents, passenger or operator injury, and/or criminal activity.

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 GTS Program Manager to correct deficiencies in performance. Should deficiencies persist, GTS Program Manager may take whatever additional corrective action is necessitated by the circumstances up to and including additional fines or termination of the AGREEMENT.

### 3.11 Operations Management

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

CONTRACTOR shall designate and provide the services of a General Manager who shall provide overall management and supervision of GTS operations.

CONTRACTOR is encouraged to provide continuous professional training such as the Transit and ParaTransit Management Certificate Program sponsored by CalACT offered through Pepperdine University or a similar certificate or degree program. It is recommended that the General Manager participate in both Fall and Spring CalACT conferences.

The General Manager, shall work cooperatively with GTS Program Manager in matters relating to service quality, providing operational and other data as described in Section 3 or Section 4, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.

The General Manager shall have direct involvement with all phases of the day-to-day operation of the transit system. This position organizes and conducts activities to ensure safe, cost-effective, and on-time operations performance of the system.

The General Manager shall build a working partnership in the community for public transit and act as a liaison for the system. A primary goal of the General Manager is

the implementation of the recommendations within the Transit Development Plan. The General Manager shall empower the CONTRACTOR's Staff to support said efforts by providing opportunities for them suggest implementation of more efficient internal procedures, improved service delivery methods, and service enhancements.

The General Manager shall be responsible for monitoring all aspects of the systems operation and maintenance, if applicable, including, but not limited to: ridership, quality of service, customer information/compliant procedures, fare collection, fare reconciliation, accounting, financial and operational reporting, attitudes, motivations and performance of all personnel.

Methods of improving operations and service shall be sought out, along with any deficiencies and substandard performance, and shall be reported to GTS Program Manager along with any corrective actions which may have been taken.

The General Manager designated for this project shall not be replaced by CONTRACTOR without the written consent of GTS Program Manager. Should the services of the General Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to GTS Program Manager for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent General Manager, unless CONTRACTOR is not provided with such notice by the departing employee. GTS Program Manager shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement General Manager.

During all hours of operation, the General Manager, or a designated employee to act for the General Manager, shall be available either by phone or in person to make decisions regarding day-to-day GTS operations or provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to the AGREEMENT.

In the absence of the General Manager, a responsible senior employee of the CONTRACTOR shall be available during all operating hours in person or by phone, to make decisions or provide coordination as necessary.

If for any reason, the General Manager is unavailable for an extended period of time (more than one week, excluding vacations) the CONTRACTOR must ensure a replacement subject to the approval of the GTS Program Manager.

3.12 Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform GTS operations. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. CONTRACTOR is encouraged to develop a nepotism policy that prevents the supervision of an employee by any relative.

CONTRACTOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria must include Department of Motor Vehicles license check and physical examination and drug screening sufficient to meet all applicable requirements for Glenn Transit Service vehicle operations.

CONTRACTOR shall be responsible for having a national criminal background check on each potential driver hired by an accredited agency. Said check shall be conducted for a period beginning at least fifteen (15) years prior to the date of hire and extending up to a date not more than two (2) weeks prior to the date of hire.

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

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

Nothing in this section shall be construed by either CONTRACTOR or GTS to be in conflict with the CONTRACTOR being an Independent Contractor of the Regional Transit Committee.

3.13 Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement and maintain a formal training and retraining program which shall be subject to review and approval by GTS Program Manager. An outline of the training program, including periodic updates, shall be on file in the office of the GTS Program Manager. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of twenty (20) hours of classroom instruction covering defensive driving, vehicle code, vehicle components, first aid, state rules and regulations, accident/incident procedures, radio procedures, passenger relations, disabled passenger assistance techniques, employee work rules, operating policies, as promulgated by GTS Program Manager, and twenty (20) hours of behind-the-wheel training under supervision of a certified instructor, and "in service" training.

3.13.1 Safety Training

CONTRACTOR shall assume full responsibility for assuring the safety of passengers and operations personnel, and that vehicles and equipment are maintained to facilitate reliable, safe and efficient operation. CONTRACTOR shall comply with all California Highway Patrol and OSHA requirements, and any other related documents.

CONTRACTOR shall provide training that ensures the timely and safe loading/unloading of disabled patrons. Constant training for these skills must be a major priority of the CONTRACTOR. Training shall include refresher courses and retaining in the event of delayed routes. All drivers shall be trained to a proficiency mutual agreed upon by the General Manager, Safety Personnel, and Program Manager.

CONTRACTOR shall demonstrate how road supervision will be provided. Road supervision must include, but not be limited to, quarterly route rides with all drivers. CONTRACTOR shall provide road supervision as required to monitor drivers, assist drivers in service and investigate service complaints in the field.

CONTRACTOR is strongly encouraged to provide training incentives and develop a transit rodeo for employees.

3.13.2 Driver Responsibilities

Drivers shall be trained and cross-trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment which they may be expected to use in the GTS transit operations.

Drivers shall be required to operate their vehicles in a safe and courteous manner.

Drivers shall be certified as having completed all safety training and vehicle/equipment training before operating any GTS vehicle in revenue service unsupervised. All drivers must be licensed with a valid California Class B operator's license prior to entering revenue service with appropriate certification(s) and medical card.

Drivers shall report all incidents involving personal injury and/or property damage, anti-social or abusive passenger behavior to dispatch upon occurrence.

Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code and it is strongly encouraged that Drivers have previous professional experience.

Drivers are responsible for collecting fares and tickets from all riders.

Drivers are prohibited from smoking at all times within the vehicle and while assisting passengers to and from the vehicle. Passengers are also prohibited from smoking within the vehicle.

Drivers shall complete Daily Trip Sheets and Inspection Sheets.

Drivers shall report all vehicle mechanical problems that impact passenger and driver comfort and the safe operation of the vehicle. Drivers shall complete and submit vehicle trouble and maintenance request forms as provided and directed by CONTRACTOR.

Drivers shall meet all applicable requirements as established by the California Highway Patrol.

Drivers shall be uniformed at all times while on duty. CONTRACTOR shall provide driver uniforms. At a minimum, uniforms shall include a standardized shirt and name badges. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

Drivers shall, when requested by GTS Staff, hand out notices or questionnaires to passengers or otherwise render assistance in GTS's customer relations, promotion, marketing, and monitoring. Drivers shall be required to honor special passes, collect, cancel and/or validate passes and tickets; and issue and collect transfers, as determined by GTS.

No driver shall be assigned, employed or remain employed or assigned as a driver who has a Driving While Intoxicated (DWI) or Driving Under Influence (DUI) violation on driver's record.

#### 3.14 Employee Manual

CONTRACTOR shall prepare and provide drivers, dispatchers, telephone operators, supervisors and transit staff a copy of the EMPLOYEE MANUAL.

Contents of the EMPLOYEE MANUAL shall include, but not be limited to the following subject areas: customer relations, collection of fares, employee rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

#### 3.15 Dispatch Responsibilities

Dispatchers, telephone operators, supervisors and any other personnel who may from time to time be assigned to provide telephone information shall be trained in customer relations skills, telephone manners, accident/incident procedures, transfer points, fares and information referrals, ADA regulations regarding trip reservations, operating policies and have thorough understanding of GTS service areas.

Dispatch training shall include route rides with GTS drivers to ensure dispatchers are familiar with service areas. Operations control personnel assigned to GTS scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

CONTRACTOR shall ensure an adequate number of dispatchers are present during all hours of operations for GTS. CONTRACTOR must ensure a smooth and effective transition between dispatchers that does not disrupt GTS operations.

3.16 Clauses

CONTRACTOR shall be responsible for any fines, claims, or charges incurred in the operation of all service vehicles. CONTRACTOR shall hold GTS, the funding entity and all sponsoring agencies harmless for any fines, penalties or citations imposed on account of the operation of the service, and any expense incurred by the GTS because of them.

CONTRACTOR certifies that in connection with this proposal and performance of transportation service that compliance with all state, federal, and local laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations applicable. In connection with this project, CONTRACTOR shall not discriminate because of national origin, creed, sex, marital status, color, race, religion, ancestry or disability.

Nothing in this section shall be construed by either CONTRACTOR or GTS to be in conflict with CONTRACTOR's status as an independent contractor.

**4. Transit Services**

4.1 Fixed Route – Glenn Ride (Inter-City)

Using vehicles and equipment provided by GTS, CONTRACTOR shall operate GLENN RIDE bus services as specified by GTS. GLENN RIDE bus service shall be operated in strict accordance with the operating days and hours, routes and schedules set forth by GTS or any revisions thereto, and shall provide such service in a safe, professional and a courteous manner.

Maximum vehicle service hours for fixed-route, shall be authorized by REGIONAL TRANSIT COMMITTEE annually.

Weekday schedule of Monday thru Friday 5:15 a.m. to 8:15 p.m. and Saturday 8:00 a.m. to 7:30 p.m. excluding listed Holidays and Reduced Service Holidays listed in Section 3.5 of *Contractors Duties and Responsibilities* shall operate a Saturday service schedule.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary for ADA purposes, to avoid construction, detours, and vehicles or other obstructions within the public right of way, and the CONTRACTOR shall notify GTS of such deviation(s) by noting on the daily reconciliation sheets and monthly reports.

GTS agrees to pay CONTRACTOR for management, technical service and performance of the services as outlined in the Price Proposal.

The Fixed Route System, Glenn Ride, operating costs must be in compliance with the Transportation Development Act and California Code of Regulations, Section 6633.2 requirement to meet a minimum ten (10) percent ratio of fare revenues to operating cost for service area.

In the event that a GLENN RIDE route operates more than 15 minutes behind schedule, CONTRACTOR shall take all available steps to restore on time performance. CONTRACTOR shall establish procedures, subject to GTS Staff review and approval, to restore on time performance.

The GLENN RIDE fixed route service shall comply with the Americans with Disabilities Act (ADA) standards of comparable service by route deviation. The Contractor shall assist and fully cooperate with REGIONAL TRANSIT COMMITTEE in ensuring ADA compliance.

The CONTRACTOR shall be responsible for use of the electronic fare boxes and related equipment such as computer, printer and electronic probe.

CONTRACTOR shall assist, when requested by the Glenn County Service Center to transport buses for repairs, maintenance and emergency services at the hourly rate specified in the Price Proposal.

#### 4.2 Dial-A-Ride

Using vehicles and equipment provided by GTS, CONTRACTOR shall operate local DAR services in Orland and Willows service areas as specified by GTS. DAR bus service shall be operated in strict accordance with the operating days and hours and schedules set forth by GTS or any revisions thereto, and shall provide such service in a safe, professional and a courteous manner.

## GTS Transit Operations RFP

DAR service is scheduled two days a week (Tuesday & Friday) from 10:00 am to 4:00 pm daily excluding listed Holidays in Section 3.5 of *Contractors Duties and Responsibilities*. Operation on reduced service days shall be reviewed and approved by GTS when holidays conflict with regularly scheduled service.

GTS agrees to pay CONTRACTOR for management, technical service and performance of the services as outlined in the Scope of Work.

Passenger on board travel time must be forty-five (45) minutes or less on ninety (90) percent of all SYSTEM trips.

All passengers shall have a seat available for their use. All passengers using a mobility device shall have a securement position and sufficient restraint belts available for their safe securement.

Drivers shall maintain daily log sheets that at a minimum contain the GTS and/or ADA card certification number and record all pick up and drop off times and addresses. If the previous information is not recorded on daily dispatch logs, drivers shall be required to maintain more detailed daily log sheets documenting daily vehicle mileage at the beginning and end of each shift, scheduled and actual pick up and drop off times, passenger registration names or numbers, pick up and drop off addresses, total number of passengers, cancellation, no-shows and any on-board incident.

Drivers shall assist infirm and/or disabled individuals as follows: (a) in and out of vehicles; (b) to obtain mobility aids; (c) movement between vehicles; (d) to the outside set of entrance doors at the passenger's trip origin or destination; and (e) assistance with any packages, mobility aids or other portable equipment. Drivers are not allowed to enter the homes of any GTS patron.

Drivers shall routinely report all pick up and drop off times and no-shows to dispatch while in DAR Service. Drivers shall report all incidents involving personal injury and/or property damage, anti-social or abusive passenger behavior to dispatch upon occurrence.

Drivers shall wait a minimum of five (5) minutes for a passenger upon arrival for a pick up and obtain direction from dispatch before departing and recording the passenger as a no show.

Drivers are not required to wait for a passenger after a trip is completed. The return trip is considered a separate trip from the initial trip.

Drivers shall collect fares from DAR and/or ADA registrants and include all fares with their log sheets at the end of each shift.

#### 4.3 Volunteer Medical Transportation

CONTRACTOR shall provide the necessary management and technical services for the operation of the volunteer medical transportation program as specified by GTS.

GTS agrees to pay CONTRACTOR for management, technical service and performance of the services as outlined in the Price Proposal.

Program shall be available to qualified Glenn County residents for transportation needs to medical appointments only.

Trips shall be limited to medical locations out of Glenn County: cities of Chico, Colusa, Corning, Red Bluff and Sacramento; or nearest city that accepts Medi-Cal or Medicare if not accepted in above listed cities; other locations will be considered with priority given to approved cities listed above and agree to federal mileage reimbursement as trip fee; and available to residents that reside out of service area or unable to access fixed route bus system for medical locations within Glenn and/or Butte Counties.

Service is available on weekdays only, excluding all County holidays listed in Section 3.5 of *Contractors Duties and Responsibilities*.

GTS verifies that the resident is unable to provide their own transportation and is unable to use the Glenn Ride bus system or other available programs.

CONTRACTOR shall be responsible for coordination of transportation services using volunteer drivers, trip requests and dispatching rides to volunteer drivers.

Contractor shall arrange for volunteer driver for trip request within 24 hours of request. Contractor shall call back the requesting party to confirm that transportation has been arranged. Contractor shall, under no circumstances, allow rides to be arranged directly between the rider and the driver. Contractor shall coordinate multiple riders with one driver when possible.

GTS/CONTRACTOR shall be responsible for the recruitment of volunteer drivers and for maintaining an adequate driver pool.

CONTRACTOR shall establish a Volunteer Driver reimbursement procedure whereby mileage and/or stipend reimbursement amount specified by GTS shall be processed by CONTRACTOR through an electronic process to reimburse the volunteer driver. All volunteer drivers' mileage and stipend fees shall be reported and "pass-through" reimbursement to CONTRACTOR via monthly invoices.

#### 4.3.1 Volunteer Drivers Responsibilities

Volunteer Drivers are not CONTRACTOR employees and are not subject to any other provisions of this Scope of Work.

Volunteer Drivers shall be required to operate their vehicles in a safe and courteous manner. Volunteer drivers shall possess a valid California Driver's License and shall be required to have the current minimum liability insurance required by the State of California.

Volunteer Drivers shall report all incidents involving personal injury and/or property damage, anti-social or abusive passenger behavior to dispatch upon occurrence.

Volunteer Drivers shall wait a minimum of five (5) minutes for a passenger upon arrival for a pick up and responsible to contact dispatch to record the passenger as a no show.

Volunteer Drivers shall assist infirm and/or disabled individuals as follows: (a) in and out of vehicles; (b) to obtain mobility aids; (c) movement between vehicles; (d) to the outside set of entrance doors at the passenger's trip origin or destination; and (e) assistance with any packages or other portable equipment. Drivers are not allowed to enter the homes of any GTS patron.

Volunteer Drivers are prohibited from smoking at all times within the vehicles and while assisting passengers to and from the vehicle. Passengers are also prohibited from smoking within 20' of the vehicle.

Volunteer Drivers shall, when requested by GTS Staff, hand out notices or questionnaires to passengers or otherwise render assistance in GTS customer relations, promotion, marketing, and monitoring.

4.4 Special Services

In addition to regular Glenn Ride operations, the CONTRACTOR may from time to time be requested by GTS, to provide special transportation services within GTS using Glenn Ride vehicles, provided that such special services are determined by GTS or proposed by the CONTRACTOR to be in the public interest, which may include but not be limited to parades, transit rodeos', fairs, concerts, farmers market, or other community activities, do not interfere with regular Glenn Ride and are in compliance with applicable federal and state statutes.

CONTRACTOR shall be entitled to compensation for such services at the rate per vehicle service hour to recapture drivers' wages and benefits. The costs for extra services will be determined at a rate per vehicle service hour specified in the Price Proposal and billed separately from the services specified in the Scope of Work.

Said hours are specifically EXCLUDED from the annual revenue hours. CONTRACTOR may also request to use GTS vehicles for such events as transit rodeos or special promotions (Stuff-A-Buss, Lighted tours, Senior or Youth activities).

Drivers shall possess a valid California Driver's License. It is strongly encouraged that Drivers have previous professional experience in public transit or private shuttle service. All drivers shall possess a valid California driver's license of a class permitting operation of the vehicle that the CONTRACTOR intends to be driven.

**VI. PROPOSAL FORM CHECKLIST**

**ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:**

- Any and all Addenda which may have been issued by GTS in connection with this RFP.
- Statement of Qualifications
- References
- Organization Description
- Description of Accounting and Reporting System
- Description of Insurance (including statement of loss experience and pending claims)
- Federal Certification Forms
- Price Proposal Forms
- Time Schedule for Start-Up

**Offeror:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**PRICE PROPOSAL FORMS**

# Proposal Form A

**Contractor Name:**

	Year .5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
	Remainder of FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Actual CPI Calculation*		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Fixed Route</b>										
Vehicle Revenue Service Hours**	3354	6708	6708	6708	6708	6708	6708	6708	6708	6708
Fixed Monthly Rate										
Fixed Hourly Rate										
Subtotal Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Dial-A-Ride</b>										
Vehicle Revenue Service Hours**	624	1248	1248	1248	1248	1248	1248	1248	1248	1248
Fixed Monthly Rate										
Fixed Hourly Rate										
Subtotal Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Volunteer Medical Transportation</b>										
Fixed Monthly Rate										
Subtotal Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MAXIMUM ANNUAL COST</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

CPI is specifically defined as: All Urban Consumer, West Region CPI  
 \* All cost increases are tied to the Western Region CPI. As such no forecast is projected.  
 \*\*Vehicle Revenue hours are projected within ±10%.

I hereby certify with the below signature that to the best of my knowledge and belief all information submitted in response to the Request For Proposals is true and accurate.

Offeror: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_

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# Proposal Form B

**Contractor Name:**

	Year .5	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
	Remainder of FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Actual CPI Calculation*		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Service Hours</b>										
Fixed Route	3,354	6,708	6,708	6,708	6,708	6,708	6,708	6,708	6,708	6,708
Dial-A-Ride	624	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248	1,248
Volunteer Medical	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Total</b>	<b>3,978</b>	<b>7,956</b>								
<b>Office Expenses</b>										
Site Manager Wages										
Site Manager Benefits										
Dispatch/Info/Clerical Wages										
Utility Worker Wages										
Utility Worker Benefits										
Non-vehicle Insurance										
Materials & Supplies										
Telephone										
<b>Other</b>										
Facility Lease										
Equipment Lease										
Utilities										
Office Equipment										
<b>Subtotal Office Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

GTS Transit Operations RFP

Operating Expenses										
Hiring/Traning Expenses										
Driver Wages										
Driver Benefits										
Physicals/Drug Testing										
Materials & Supplies										
Uniforms										
<b>Other</b>										
Employee Incentive Program										
Safety & Traning										
Employee Welfare										
Vehicle Depreciation										
Parts, Tires, Supplies										
Licenses & Permits										
Travel										
Property Taxes										
Vehicle Insurance										
Subtotal Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses										
Start Up Costs										
Performance Bond										
Corporate Overhead & Support										
Management Fee										
Subtotal Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL MAXIMUM ANNUAL COST</b>	<b>\$ -</b>									

\* All cost increases are tied to the Western Region CPI. As such no forecast is projected.

I hereby certify with the below signature that, to the best of my knowledge, all information submitted in response to the Request For Proposals is true and accurate.

Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

**LOBBYING:** 31 U.S.C.1352; 49CFR Part 19 and Part 20 – Lobbying and Certification Requirements, Disclosure of Lobbying Activities, et al, must be made by Contractor.

The undersigned [Contractor] 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

GTS Transit Operations RFP

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

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

**GOVERNMENT – WIDE DEBARMENT AND SUSPENSION (Nonprocurement) – 49 CFR part 29; Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Plumas. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Regional Transit Committee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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**Signature of Contractor's Authorized Official**

---

**Name and Title of Contractor's Authorized Official**

---

**Date**

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## **DRAFT AGREEMENT**

### **GLENN TRANSIT SERVICE**

#### **TRANSIT OPERATIONS AGREEMENT**

This AGREEMENT for management and operation of all transit services provided by Glenn Transit Service, hereinafter referred to as "GTS" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the Regional Transit Committee, hereinafter referred to as "RTC" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, on October 25, 2013, RTC authorized the release of a Request for Proposals (RFP) for the management and operation of all GTS transit services; and

**WHEREAS**, CONTRACTOR submitted a proposal \_\_\_\_\_, 2013 in response to said RFP to provide such services in the manner and for the costs set forth in the proposal to address the management and operation of the fixed route system (Glenn Ride), Dial-A-Ride demand response service, and the Volunteer Medical Transportation Program; and

WHEREAS, RTC has determined that CONTRACTOR has the experience, expertise, personnel and other useful assets of sufficient quantity and quality to manage and operate all of GTS's transit services;

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

#### **1. PURPOSE OF AGREEMENT**

RTC hereby enters into an AGREEMENT with CONTRACTOR to manage and operate all transit services provided by GTS upon the terms and conditions hereinafter set forth.

#### **2. COMPLETE AGREEMENT**

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

**3. RTC DESIGNEE**

The EXECUTIVE DIRECTOR of the RTC or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of RTC as set forth in the herein AGREEMENT, subsequent to the authorization by RTC.

**4. TERM OF AGREEMENT**

**4.1 INITIAL TERM**

Subject to the terms and conditions of this AGREEMENT, the initial term shall be from January 1, 2014 through and including June 30, 2019.

**4.2 OPTION TERMS**

RTC at its sole discretion may extend this agreement for up to two option periods of two years each for a maximum contract term, including the initial term, of nine and one half years. The compensation rates to be paid during any portion of any such option period shall be set in accordance with Exhibit D or by the mutual agreement of both parties as evidenced by an amendment to this AGREEMENT as defined in Sections 10 and 26. RTC shall notify CONTRACTOR of the decision to exercise an optional term on or before April 1, 2019 for the initial two year option and by April 1, 2021 for the second option term.

**4.3 MONTH-TO-MONTH EXTENSIONS**

Upon completion of the initial term of this AGREEMENT, including any option terms described in Section 4.2, RTC may, at its sole discretion, extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three months. RTC shall notify CONTRACTOR of such extensions at least 30 days prior to the termination date of this AGREEMENT. The compensation rate in effect during the last monthly period of the full term of this AGREEMENT or any option terms as applicable shall remain in effect during any such extensions.

**5. SCOPE OF WORK**

CONTRACTOR shall provide the transportation services set forth in Exhibit "D" Transportation Programs "Scope of Work" by this reference made a part of this AGREEMENT. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended as prescribed by Sections 10 and 26. The recitals in Exhibit "A" for GTS, Exhibit "B" for CONTRACTOR, and Exhibit C are hereby affirmed and incorporated into this AGREEMENT and included in the "Scope of Work".

**6. MAXIMUM OBLIGATION**

RTC agrees to pay CONTRACTOR in consideration for its services as described herein. The annual maximum cost to be paid by RTC to CONTRACTOR shall not exceed the amounts listed in Exhibit "E" based on the services specified in Section 5.

## **7. PRICE FORMULA**

RTC agrees to pay CONTRACTOR as prescribed by Exhibit "E" for management, technical service and performance of the services set forth in Section 5 of this AGREEMENT.

### 7.1 COMPENSATION DEFINITIONS

#### Service Hour:

A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves the service storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator meal periods. A vehicle service hour shall terminate when a vehicle returns to the service storage yard prior to any cleaning, servicing or fueling of the vehicle. The hourly rate shall include vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by vehicle service hour.

#### Monthly Rate:

Monthly rate compensation includes the following, except that which is included under Section 8: Vehicle operator non-service wages; management, controller and maintenance employee wages and said employees' fringe benefits and indirect labor costs; bus washing and cleaning supplies; uniforms; report reproduction; office supplies; project telephones; all other related operational costs; and the contract management fee.

#### Exclusions:

Compensation for those items and services provided by GTS and which are specified in Exhibit "E" shall not be included in the hourly or monthly rates as defined above. Such items and services include, but are not limited to diesel fuel; tires; tire mounting; radios; vehicles; licenses for radios and vehicles; routine maintenance of radios; major facility furnishings; office copy machine; all major vehicle components which are engines, transmissions, differentials, and design retrofits; and, office, garage and parking facilities. Additionally, GTS shall provide all marketing, tickets, passes, brochures, and related collateral GTS materials.

#### Adjustments:

Upon the addition, deletion or replacement of two or more vehicles, GTS and CONTRACTOR shall meet and confer on each occasion for the purpose of adjusting the price formula to reflect the changed conditions, if any, of this AGREEMENT.

**8. EXTRA SERVICES**

Special promotional, community and charter services shall be considered extra services and will be provided only with the authorization of GTS and the mutual consent of the CONTRACTOR. Such services shall be defined as those non-permanent vehicle service hours operated outside of the services identified in Section 5. Extra services shall be considered a change to this AGREEMENT as defined herein and shall be in excess of the maximum price defined in Exhibit "E".

**9. INDEPENDENT CONTRACTOR**

9.1 CONTRACTOR

Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is an independent contractor performing services under this agreement for the consideration herein set forth.

9.2 CONTRACTOR EMPLOYEES

CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to GTS, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless GTS from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

9.3 EXPIRATION OR TERMINATION OF AGREEMENT

This AGREEMENT does not constitute a contract of employment between GTS and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this AGREEMENT, CONTRACTOR'S successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, GTS shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

**10. AMENDMENTS**

RTC, without invalidating this AGREEMENT, may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing with a 30 day

notice. If justified, the "Maximum Obligation" under Section 6 will be adjusted accordingly. New provisions must be mutually agreeable to both GTS and CONTRACTOR.

The AGREEMENT may be reopened, on the request of either party, if operational costs change due to improvement in service and/or reductions in demand due to planned changes.

Given the increased accessibility and hours of service of the fixed route service and the potential for variance in estimated Dial-A-Ride service hours needed to meet ADA requirements, the Contract may be reopened, on the request of either party in the event of a variance of 5% or higher in Fixed Route or Dial-A-Ride service hours, and the Price Formula renegotiated.

## **11. GENERAL AND VEHICLE INSURANCE**

### **11.1 GENERAL LIABILITY**

Throughout the term of the AGREEMENT, CONTRACTOR shall procure and maintain a comprehensive general liability policy providing FIVE MILLION DOLLARS (\$5,000,000) per occurrence combined single limit bodily injury and property damage coverage. Said policy shall include coverage for premises (specifically including all of the facility and property provided by GTS for CONTRACTOR's use during the term of this contract), personal injury, and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Contractor shall name GTS and each of the member jurisdictions, or other parties as required by GTS, including its officers, employees and agents, as additional insured on said policy and shall provide evidence of such insurance within 30 days of the notice of contract award. Such Policy or policies shall provide that they may not be cancelled without at least 30 days written notice to GTS. Contractor shall provide GTS a copy of the current policy of insurance and all endorsements within 10 days of receiving such a request from GTS.

### **11.2 VEHICLE LIABILITY**

CONTRACTOR shall provide GTS with vehicle liability insurance in the amount FIVE MILLION DOLLARS (\$5,000,000) per occurrence combined single limit for bodily injury and property damage. Coverage will also include collision and comprehensive physical damage with a deductible not to exceed TEN THOUSAND DOLLARS (\$10,000). Any deductible will be the responsibility of CONTRACTOR. CONTRACTOR shall name GTS and each of the member jurisdictions, or other parties as required by GTS, including its officers, employees and agents, as additional insured on said policy and shall provide evidence of such insurance within 30 days of the notice of contract award. Such Policy or policies shall provide that they may not be cancelled without at least 30 days written notice to GTS. Contractor shall provide GTS a copy of the current policy of insurance and all endorsements within 10 days of receiving such a request from GTS.

**11.3 LIABILITY LIMIT – VEHICLES**

In case of damage, destruction or loss of any vehicle or equipment provided by GTS under the terms of this AGREEMENT, GTS agrees that the liability of CONTRACTOR for said damage or destruction shall be limited to the cash value of the vehicle or equipment at the time of loss based on the original purchase price, the expected life of the vehicle or equipment as determined by the GTS depreciation schedule, and straight line depreciation.

**11.4 FIDELITY BOND**

During the term of this AGREEMENT, CONTRACTOR shall maintain an appropriate fidelity bond or other security acceptable to GTS providing protection up to the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) with respect to any one occurrence or theft by CONTRACTOR's employees, officers or agents of GTS funds, equipment, or inventory other than vehicles.

**11.5 FAILURE TO PROVIDE INSURANCE**

Upon failure of CONTRACTOR to furnish, deliver, or maintain any insurance and certificates as required by this AGREEMENT, at the election of GTS, this AGREEMENT may be immediately terminated as provided in Section 22. Failure of CONTRACTOR to obtain and maintain any required insurance shall not relieve CONTRACTOR from any liability under this AGREEMENT, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.

**12. INDEMNIFICATION**

Except as may otherwise be provided in this AGREEMENT, CONTRACTOR shall investigate, indemnify, defend, and hold harmless GTS, its officers, agents, employees, volunteers and assigns against any and all claims, demands, losses liabilities or damages of any kind or nature whether real or alleged which GTS, its officers, agents, employees, volunteers, and assigns may sustain, incur, or which may be imposed upon them arising from or caused by the negligence or willful misconduct of, or any act, neglect, default or omission of CONTRACTOR, its officers, agents, employees, volunteers, or assigns in the performance of this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT or any extensions thereof.

**13. PERFORMANCE BOND**

The faithful performance by CONTRACTOR of each and every term, condition and provision of this AGREEMENT is expressly made a condition precedent for the payment of any sums agreed herein to be paid to CONTRACTOR by RTC. To insure performance, CONTRACTOR shall post with GTS a bond or other acceptable security in the amount of 25% of the first full year contract price. Such bond or security shall be subject to the approval of RTC's attorney and

the Glenn County Finance Director and shall be executed by CONTRACTOR and a surety company licensed to do business as such in the State of California. The condition of the bond shall be that the CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT of the face amount of such bond shall be forfeited to GTS. The bond may be a renewable one year bond and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date GTS makes any demands for payment on the bond until GTS releases such claim. Provision of such bond or its equivalent is a material covenant of this agreement and GTS shall not approve any security which is not unconditionally payable to GTS upon GTS demand. GTS reserves the right to rescind the requirement for a performance bond at any time.

**14. WORKER'S COMPENSATION**

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 and furnish GTS with a Certificate of Insurance before commencing performance of the work of this Agreement. CONTRACTOR shall maintain WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. Furthermore, CONTRACTOR shall indemnify GTS, its officers, agents, employees, volunteers, or assigns, for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this provision or which arise out of any job related injury, including third party claims against GTS by CONTRACTOR's or subcontractor's employees. The indemnification provisions of this paragraph shall survive the termination of this AGREEMENT or any extensions thereof.

**15. INVOICES**

15.1 HOURLY COSTS

All hourly costs shall be invoiced to GTS monthly following the service month provided. Said invoices shall specify the dates of service and the number of vehicle service hours claimed. Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets and/or employee timecards.

15.2 MONTHLY RATE

The monthly fixed rate and insurance rate shall be invoiced monthly following the service month provided. All reports and submissions required under this AGREEMENT shall be accurately completed and submitted to GTS prior to payment of said monthly rate invoices.

15.3 EXTRA SERVICES

Any extra services provided under this AGREEMENT shall be invoiced separately following the provision of such services. Copies of all appropriate passenger and service logs shall be attached to each extra service invoice prior to payment.

**16. PAYMENTS**

All payments by GTS to CONTRACTOR shall be made in arrears. Payment shall be made by GTS no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If GTS disputes any item on an invoice for a reasonable cause, GTS may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days of the receipt of the invoice by GTS. GTS shall assign a sequential reference number to each such deletion. Payments shall be by voucher or check payable to and mailed first-class to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. OPERATING REVENUES**

All operating revenues collected by CONTRACTOR are the property of GTS. Operating revenues include, but are not limited to, all fares and the proceeds from the sale of tickets and passes. Operating revenues shall be counted and kept separately under appropriate security. Within one working day from collection, unless otherwise agreed upon, CONTRACTOR shall deposit fares at a banking institution as directed by GTS. Reports on the revenues collected and deposited shall be provided to GTS on a timely basis. GTS shall be provided with a written description of CONTRACTOR's procedures regarding the collection, counting and controlling of fare revenues. These procedures are subject to GTS's approval.

**18. CONTROL**

18.1 SERVICE CONTROL

All services to be rendered by CONTRACTOR under this AGREEMENT shall be subject to the control of GTS. CONTRACTOR shall advise GTS of matters of importance and make recommendations when appropriate; however, final service shall rest with GTS.

18.2 CONTRACTOR EMPLOYEES

GTS shall not interfere with the management of CONTRACTOR's normal internal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. GTS may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

**19. CONTRACT ASSIGNMENT**

This AGREEMENT shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of GTS.

**20. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to the provisions of this AGREEMENT, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with Part 3, Title 9 of the California Code of Civil Procedure (CCP section 1280, et seq) with venue in Glenn County and judgment upon the award rendered by the arbitrator(s) shall be entered in court in Glenn County, California. (CONTRACTOR stipulates that these courts shall be the courts of venue for any action arising out of this AGREEMENT.) The losing party or parties shall bear the cost of any arbitration proceeding or judicial action commenced hereunder, such cost to include reasonable arbitrator's fees, attorneys fees incurred by the prevailing party, as well as other reasonable costs incurred by the prevailing party. The Federal Acquisition Regulation shall be used where applicable to define, resolve, and settle procurement issues. Unless otherwise directed by GTS, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

**21 STOP WORK**

GTS may stop work on GTS's transportation system upon forty-eight (48) hours written notice to CONTRACTOR. GTS shall be liable for all relevant costs incurred prior to the stop-work period and for restart, if any. When exercising this provision, GTS shall be obligated for the costs of severance for personnel assigned to GTS's transportation system in accordance with the published policy and procedures of CONTRACTOR, a copy of which shall be provided to GTS upon request. Additionally, the cost associated with operations and facilities close down, shall be the obligation of GTS. CONTRACTOR shall make all reasonable efforts to minimize costs to GTS.

**22. TERMINATION FOR DEFAULT**

**22.1 CONTRACTOR DEFAULT**

All the terms, conditions, and covenants of this AGREEMENT are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, GTS shall give CONTRACTOR ten days written notice either by certified mail or by personal delivery by a GTS representative, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten days thereafter to remedy, or cure such breach or default, then GTS, without further notice, may terminate this AGREEMENT. In the event of termination of this AGREEMENT as hereinabove specified, GTS shall have the right to take immediate possession of all equipment and facilities provided by GTS to CONTRACTOR and of the facilities and

equipment supplied by CONTRACTOR under the provisions of this AGREEMENT. In the event GTS does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by GTS for the actual cost of the temporary use of said facilities and equipment. If it is later determined by GTS that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, GTS, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

## 22.2 BANKRUPTCY

Either (a) the appointment of a receiver to take full possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the agreement by CONTRACTOR and GTS shall have the option to terminate this AGREEMENT. The parties specifically agree that the selection of CONTRACTOR is based on factors that render contractor specially suited to perform this AGREEMENT, such that the identity of contractor is central to the obligations in this contract. Accordingly, this contract is similar to a personal services contract and non-assignable under 11 USC 365 (c).

## **23. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement at any time in whole or in part for its convenience and without any reason, by giving to other party ninety (90) days written notice thereof.

After receipt of a notice of termination, and except as otherwise directed by the Executive Director, CONTRACTOR shall:

- (a) Stop work under the AGREEMENT on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to GTS in the manner, at the times, and to the extent directed by the Executive Director, all of the right, title, and interest of CONTRACTOR under the orders and subcontracts so terminated, in which case GTS shall have the right, in its

discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Executive Director, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to GTS and deliver in the manner, at the times, and to the extent, if any, directed by Executive Director work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work. terminated, and the completed or partially completed plans, drawings, information and other property which, if the AGREEMENT had been completed, would have been required to be furnished to GTS; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Executive Director, any property of the types referred to above, provided, however, that CONTRACTOR shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Executive Director, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by GTS to CONTRACTOR under this AGREEMENT or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Executive Director may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Executive Director may direct, for the protection or preservation of the property related to this AGREEMENT which is in the possession of CONTRACTOR and in which GTS has or may acquire an interest.

- (d) CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to GTS to be paid CONTRACTOR.

## **24 REMEDIES ON BREACH (WAIVER OF REMEDIES)**

The duties and obligations imposed by the AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GTS or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. In the event that GTS elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver shall not limit GTS's remedies for any

succeeding breach of that or of any other term, covenant or condition of this AGREEMENT. It is agreed that in the event of failure by CONTRACTOR to perform the services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, GTS may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to GTS to provide such services.

**25 RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS**

Upon expiration or earlier termination of this AGREEMENT, GTS shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against GTS based upon GTS's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this AGREEMENT shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of GTS.

**26 MODIFICATION OF AGREEMENT**

This writing constitutes the entire agreement between the parties relative to the subject matter of this AGREEMENT and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements or conditions with respect to the subject matter of this AGREEMENT except those contained in this writing.

**27 NOTICES**

All notices required to be given with respect to this AGREEMENT shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to GTS:                    Executive Director  
                                      Regional Transit Committee  
                                      P.O. Box 1070  
                                      Willows, CA 95988

**28      PROPRIETARY RIGHTS**

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this AGREEMENT shall be made available to GTS with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to GTS at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by GTS without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this AGREEMENT for specific use in GTS's system shall become the property of GTS. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by GTS prior to release.

**29      FORCE MAJEURE**

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

**30      INFORMATION AND DOCUMENTS**

All information, data, reports, records, maps, survey results that exist, are available, and are necessary for carrying out the work under this AGREEMENT, shall be furnished to CONTRACTOR without charge by GTS, and GTS shall cooperate in every way possible in the carrying out of the work without undue delay. CONTRACTOR understands that such records are subject to the California Public Records Act.

**31      EMERGENCY PROCEDURES**

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct service from GTS is intact, CONTRACTOR shall follow instruction of GTS. If the normal line of direct service is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the Glenn

County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within GTS's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

## **32 ACCESS TO RECORDS (AUDIT AND INSPECTION)**

### **32.1 ACCESS BY AUTHORIZED REPRESENTATIVES**

In accordance with 49 C.F.R. 18.36(i), CONTRACTOR shall permit GTS, the FTA Administrator, the Comptroller General of the United States, the California State Controller, or any of their authorized representatives access to any to books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Further, CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

### **32.2 MAINTENANCE OF RECORDS**

CONTRACTOR 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 same until the GTS, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **32.3 SUBCONTRACTORS**

CONTRACTOR shall require all subcontractors to comply with this provision.

## **33 TRANSFER OF TITLE TO EQUIPMENT**

All equipment, parts and supplies purchased by CONTRACTOR under this AGREEMENT, either as a direct charge expense or within the defined scope of services, shall become the property of GTS upon either the payment of the direct charge invoice or the expiration or termination of this AGREEMENT for any reason unless otherwise specified in writing. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this AGREEMENT. CONTRACTOR shall maintain a perpetual inventory

of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment, parts and supplies purchased or provided, either by GTS or CONTRACTOR, under this AGREEMENT that is lost or unreasonably destroyed while under the control of CONTRACTOR.

### **34 TRANSPORTATION DATA REPORTING**

CONTRACTOR shall report operating and financial data to GTS in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

### **35 PERMITS AND LICENSES**

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including, but not limited to, those that may be required by the California Public Utilities Commission (PUC), the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement.

Copies of all such entitlements shall be provided to GTS when received by CONTRACTOR. In the event that any aspect of this AGREEMENT requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. GTS reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

### **36. NON-DISCRIMINATION IN EMPLOYMENT AND GTS**

#### **36.1 DISCRIMINATION - EMPLOYEES**

In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of

pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of GTS. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**36.2 COMPLIANCE WITH TITLE VI**

CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

**36.3 PASSENGERS**

CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, religion, sex, age, or national origin or ancestry.

**36.4 COMPLAINTS**

CONTRACTOR shall promptly notify GTS of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR'S discrimination in employment and/or GTS and shall fully save harmless and indemnify GTS in this regard.

**37. LABOR PROVISIONS**

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers under the Contract Work Hours and Safety Standards Act.

**37.1 OVERTIME REQUIREMENTS.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week.

**37.2 VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.**

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, contractor and any subcontractor responsible therefore shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 515 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

37.3 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.

GTS shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

37.4 NON-CONSTRUCTION GRANTS.

Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

37.5 SUBCONTRACTS.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (e) of this paragraph.

CONTRACTOR and any subcontractor shall comply with 40 U.S.C. 3701.

## **38 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

### **38.1 GENERAL TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS**

To the extent that the Federal Transit Administration (FTA) determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.-Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternative provisions for these projects are set forth in subsections (b) and (c) of this clause.

### **38.2 TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS FOR PROJECTS AUTHORIZED BY 49 U.S.C. § 5311 IN NONURBANIZED AREAS**

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or part with Federal assistance provided by FTA.

## **39. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

## **40. CIVIL RIGHTS**

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

40.1 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, 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, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

40.2 EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying contract:

- (1) 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, 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. 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (2) 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, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- (3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of the 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, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

#### 40.3 SUBCONTRACTS

CONTRACTOR 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.

#### 40.4 EMPLOYER INFORMATION REPORT

CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of GTS.

### **41. DISADVANTAGED BUSINESS ENTERPRISE**

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

**42. DRUG AND ALCOHOL TESTING**

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or GTS, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports by March 1 of each year to GTS. To certify compliance, 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.

**43. CHARTER GTS OPERATIONS**

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, and any amendments thereto that may be issued, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter GTS using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**44. SCHOOL BUS OPERATIONS**

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.

**45. MISCELLANEOUS PROVISIONS**

**45.1 CONSERVATION**

CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 RSC § 6321 et seq.).

45.2 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

45.3 CONFLICT OF INTEREST

No employee, officer, director or agent of GTS shall participate in the selection, award or administration of this AGREEMENT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ the same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of GTS shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for two years thereafter.

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

45.4 CLEAN WATER ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to GTS and understands and agrees that GTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

45.5 CLEAN AIR ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to GTS and understands and agrees that GTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include this requirement in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

45.6 DEBARRED BIDDERS

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR has verified by signed certification that none of its principals, as defined at 49 CRR 29.995, or affiliates, as defined by 49 CFR 29.905, are excluded or disqualified at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49CFR 29, Subpart C in any lower tier covered transaction it enters into.

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### 45.7 CARGO PREFERENCE

CONTRACTOR shall abide by 46 U.S.C. 1241 (B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipment of foreign made goods.

### 45.8 CONFLICT OF TRANSPORTATION INTERESTS

CONTRACTOR shall not divert any revenues, passengers, or other business from GTS's project to any taxi or other transportation operation of CONTRACTOR without the written approval of GTS.

### 45.9 CONFLICTING USE

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

### 45.10 FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

### 45.11 WORKING CONDITIONS

It shall be a condition of this AGREEMENT, and shall be made a condition of each subcontract entered into pursuant to this AGREEMENT, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this AGREEMENT to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

### 45.12 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 Master Agreement between GTS and 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.

### 45.13 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) GTS 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 GTS, CONTRACTOR, or any

other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole 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.

#### 45.13 FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such GTS is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

#### 45.14 RECYCLED PRODUCTS

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

#### 45.15 TAXES/LICENSES

CONTRACTOR shall be responsible for paying any and all federal, state, and local taxes. CONTRACTOR shall also be responsible for securing and paying for any and all business licenses and taxes that may be required for the operation of services within the scope of this AGREEMENT.

#### 45.16 WAIVER AND NON-WAIVER

A waiver by one party of a right to a remedy for breach of this AGREEMENT by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. Both parties, having had the opportunity to consult an attorney regarding the provisions of this AGREEMENT, agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

#### 45.18 TIME IS OF THE ESSENCE

Time is of the essence in this AGREEMENT. CONTRACTOR'S failure to deliver goods/services on time shall be a material breach of this AGREEMENT. If CONTRACTOR fails to deliver goods/services on time, GTS, at its discretion, may procure those goods/services from

another source. If the price paid by GTS for goods/services procured from another source under this paragraph is higher than the price under this AGREEMENT, CONTRACTOR shall pay GTS the difference between those prices. GTS may deduct that difference from any amount GTS owes CONTRACTOR.

**46. LOBBYING**

CONTRACTOR shall comply with 31 U.S.C. 1352, which provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person 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 any of the following covered Federal actions: 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. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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. Each tier 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 are forwarded from tier to tier up to the recipient."

**47. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any service with jurisdiction in all aspects of its performance of this AGREEMENT. CONTRACTOR shall hold GTS harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse GTS for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

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

48.1 PROGRAM FRAUD

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, 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, 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 CONTRACTOR to the extent the Federal Government deems appropriate.

#### 48.2 FRAUDULENT STATEMENTS

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 to GTS under 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)(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.

#### 48.3 RELATED ACTS

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.

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

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

### **49. PRIVACY ACT**

The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract involving Federal Privacy Act requirements. 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, 5 U.S.C. § 552a. Among other things, 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. 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. 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.

**50. TRANSITION TO FUTURE OPERATOR**

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this AGREEMENT, or any extension thereof, CONTRACTOR shall provide to either GTS or any future operator selected by GTS, CONTRACTOR'S full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall release to the new operator all telephone numbers and any sequential rollover numbers required by GTS. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to those provided by the new operator and shall cooperate fully with GTS and the new operator to this end.

**51. SEVERABILITY**

If any provision of this AGREEMENT is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this AGREEMENT and such remaining provisions shall continue to remain in full force and effect.

**52. PRECEDENCE OF CONTRACT DOCUMENTS**

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this AGREEMENT.
- B) This AGREEMENT and attachments thereto.

**53. ADDITIONAL TERMS**

The validity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. GTS'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or

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relinquishment of GTS'S right to such performance or to future performance of such a term or terms, and CONTRACTOR'S obligations in respect thereto shall continue in full force and effect. Time shall be of the essence. Changes hereto shall not be binding upon GTS except when specifically confirmed in writing by GTS.

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

GLENN TRANSIT SERVICE

CONTRACTOR

By \_\_\_\_\_  
Chair, Regional Transit Committee

By \_\_\_\_\_  
Authorized Official

WITNESSED:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

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

**Exhibit A**

**Duties & Responsibilities**

**Glenn Transit Service**

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**Exhibit B**

**Duties & Responsibilities**

**Contractor**

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# **Exhibit C**

## **Contractor Proposal**

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**Exhibit D**

**Scope of Work –**

**Transportation Programs**

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# **Exhibit E**

# **Price Proposal**