
NOTICE OF REQUEST FOR PROPOSALS

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

Glenn Transit Service
c/o: Carlos Linarez-Hernandez, Transportation Planner
225 N. Tehama St.
Willows, CA 95988
Telephone: (530) 934-6540
FAX: (530) 934-6131
e-mail: transit@countyofglenn.net

Or via download from <http://countyofglenn.net/govt/bids>

Proposals will be received at the above address until December 1, 2023, at 3:00 p.m.,

Proposals must be clearly marked "GTS Transit Operations RFP".

A mandatory pre-qualification conference will be held on October 25, 2023, at 3:00pm at the Glenn County Planning & Community Development Agency Conference Room, 225 N. Tehama Street, Willows, CA 95988.

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 proposal

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1. NOTICE TO BIDDERS/PROPOSERS
2. KFORM 15DRMT
3. ADM-0227F
4. ADM-0312F

REQUEST FOR PROPOSAL

FOR THE OPERATION OF THE GLENN TRANSIT SERVICE REGIONAL TRANSIT SYSTEM

I. PROJECT DESCRIPTION

A. AREA PROFILE

Glenn County is located within the 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 and 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 service 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's, Department of Finance estimates Glenn County's population to be around 29,132 persons. 70% of the population is over the age of 18, 15% of the population is over 60 years of age, and 38% of the population 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

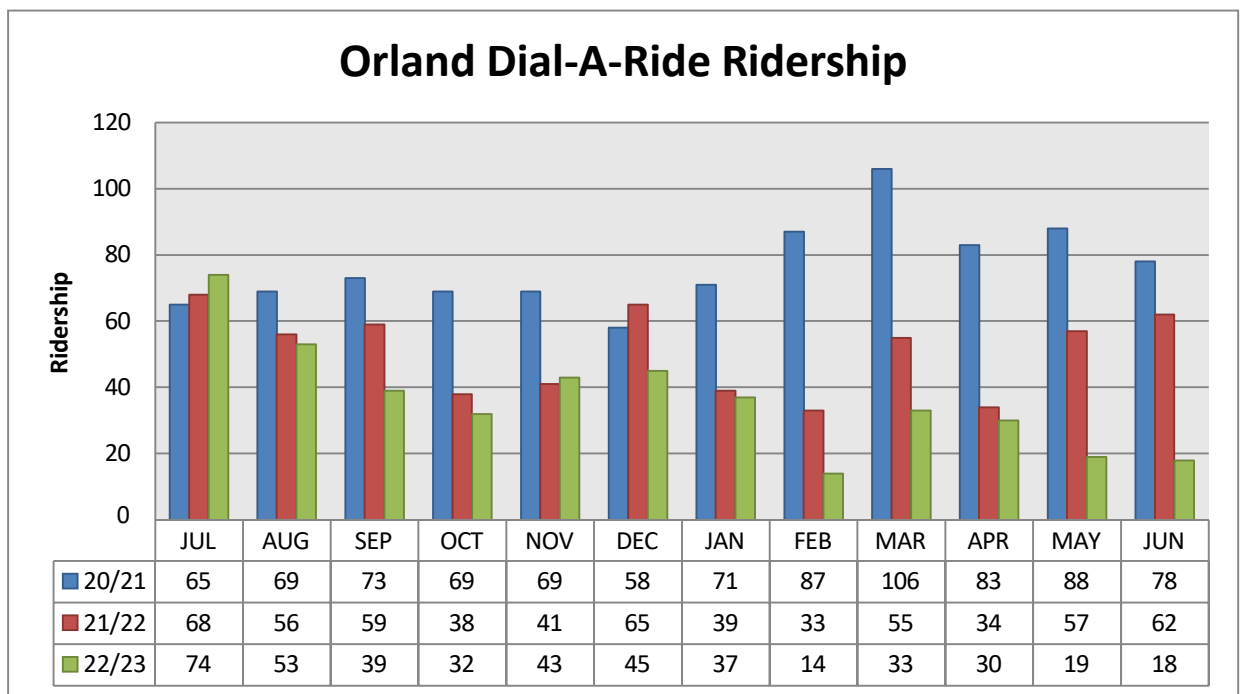
services through a combination of passenger fare revenue, Transportation Development Act (sales tax) funding and Federal Transit Administration funds.

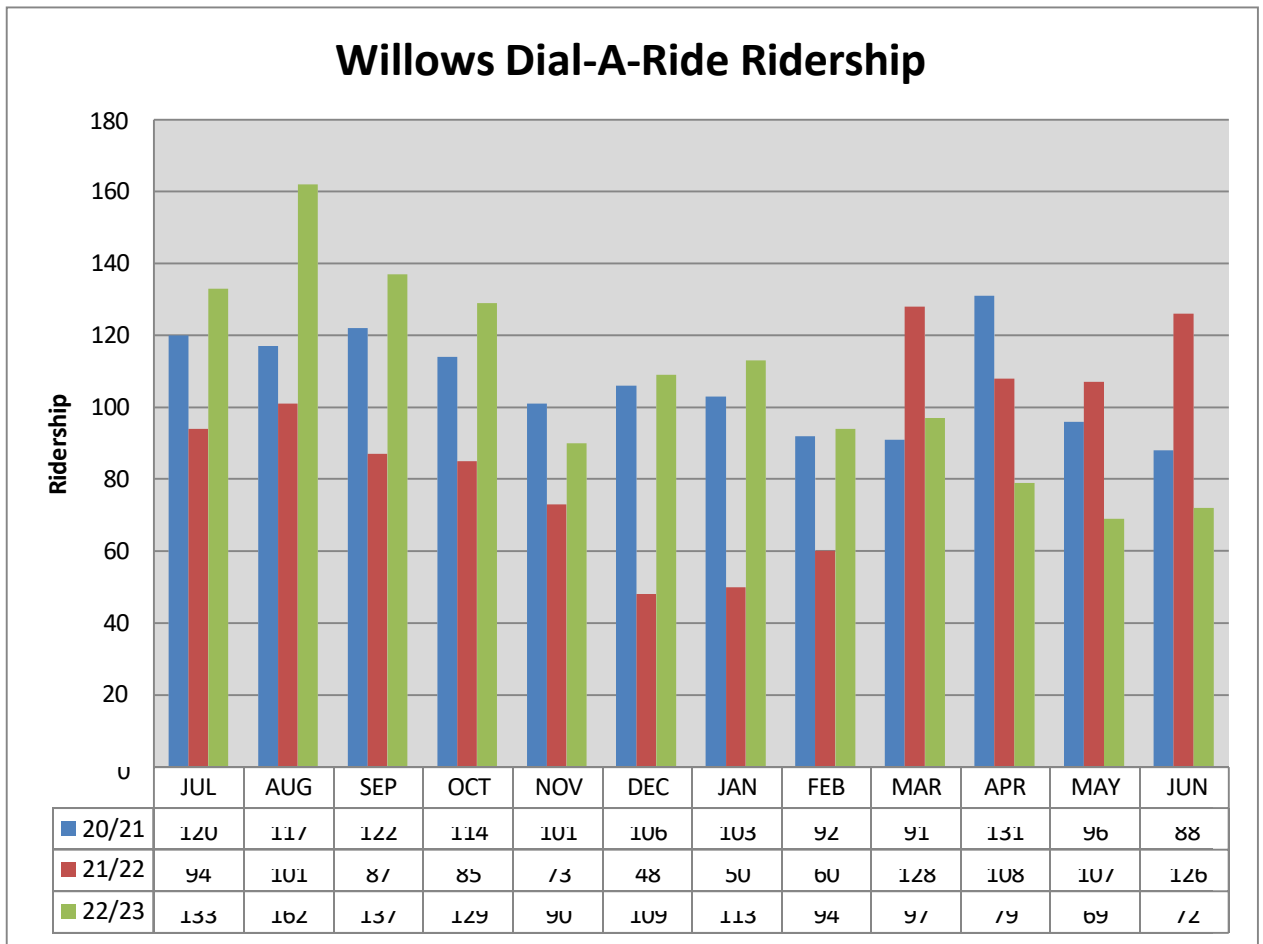
Since late 2006, GTS has used a contractor to provide for the operational needs of the transit system. Vehicle maintenance is provided through an agreement with the Glenn County Planning & Public Works Agency Heavy Fleet Services. Staffing for GTS administrative tasks are supplied by the Glenn County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

C. TRANSIT SERVICES

GTS services operate an estimated 5,500 vehicle revenue hours and carry approximately 24,000 people on an annual basis. The bus route and schedules are detailed on the transit webpage <https://www.glenstransitservice.com/>. These services are summarized as follows:

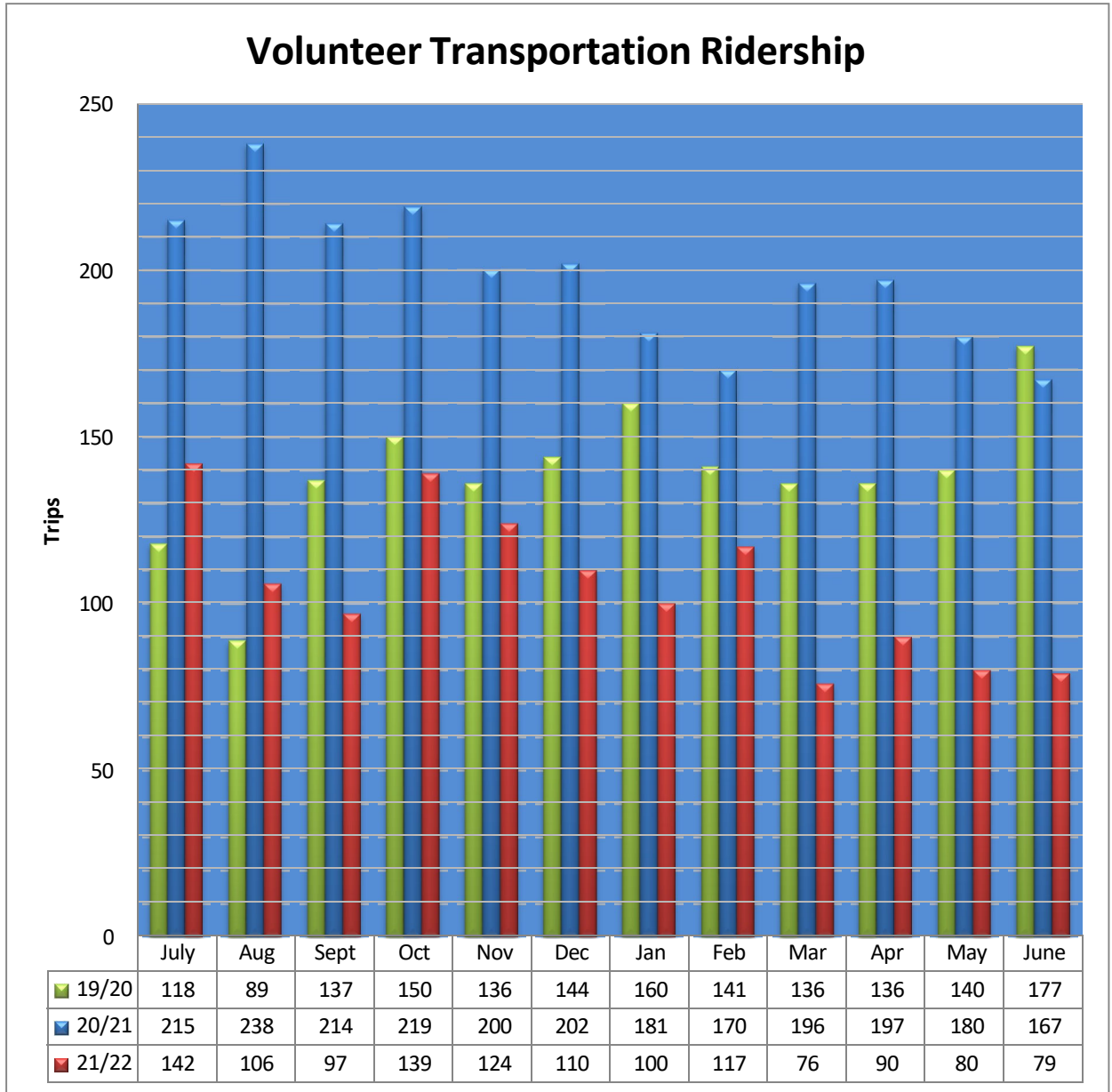
- **Dial-A-Ride** is a demand response transit service that operates three days a week (Monday, Wednesday, and Friday) from 10am to 4pm in the cities of Orland and Willows. The service area is 1.5 mile radius from each respective city hall with some exceptions. This service is available to individuals 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:



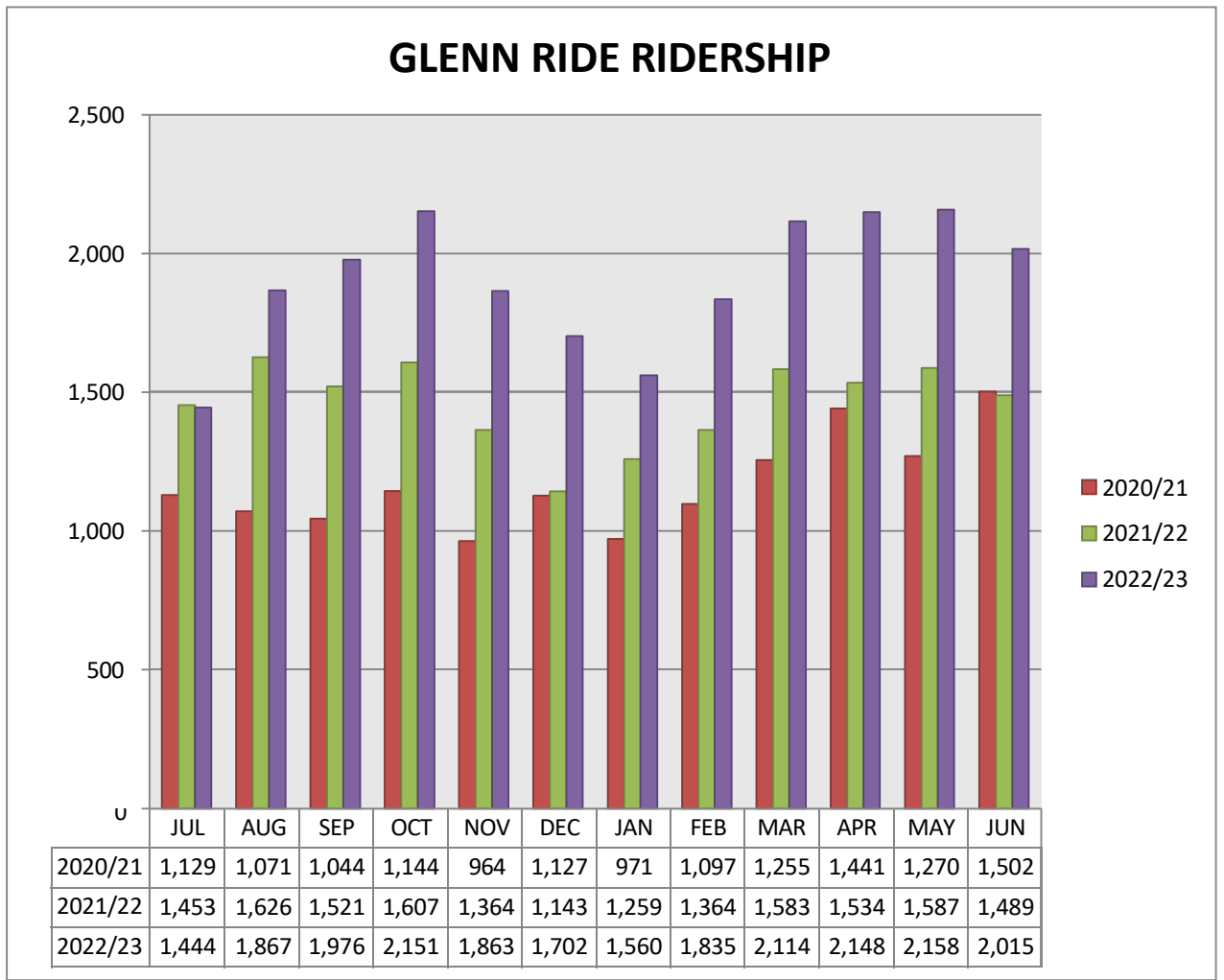


Service Hours												
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
20/21	96.75	87	79.35	77	63.35	66.75	68	70.75	82.35	89	66.50	101.35
21/22	59	46.44	53.75	40	38.50	40	36.75	33.35	57	58	53.75	53.75
22/23	55	55.75	49.35	52.75	45.35	43.50	48.24	32.35	41	38.35	33	29

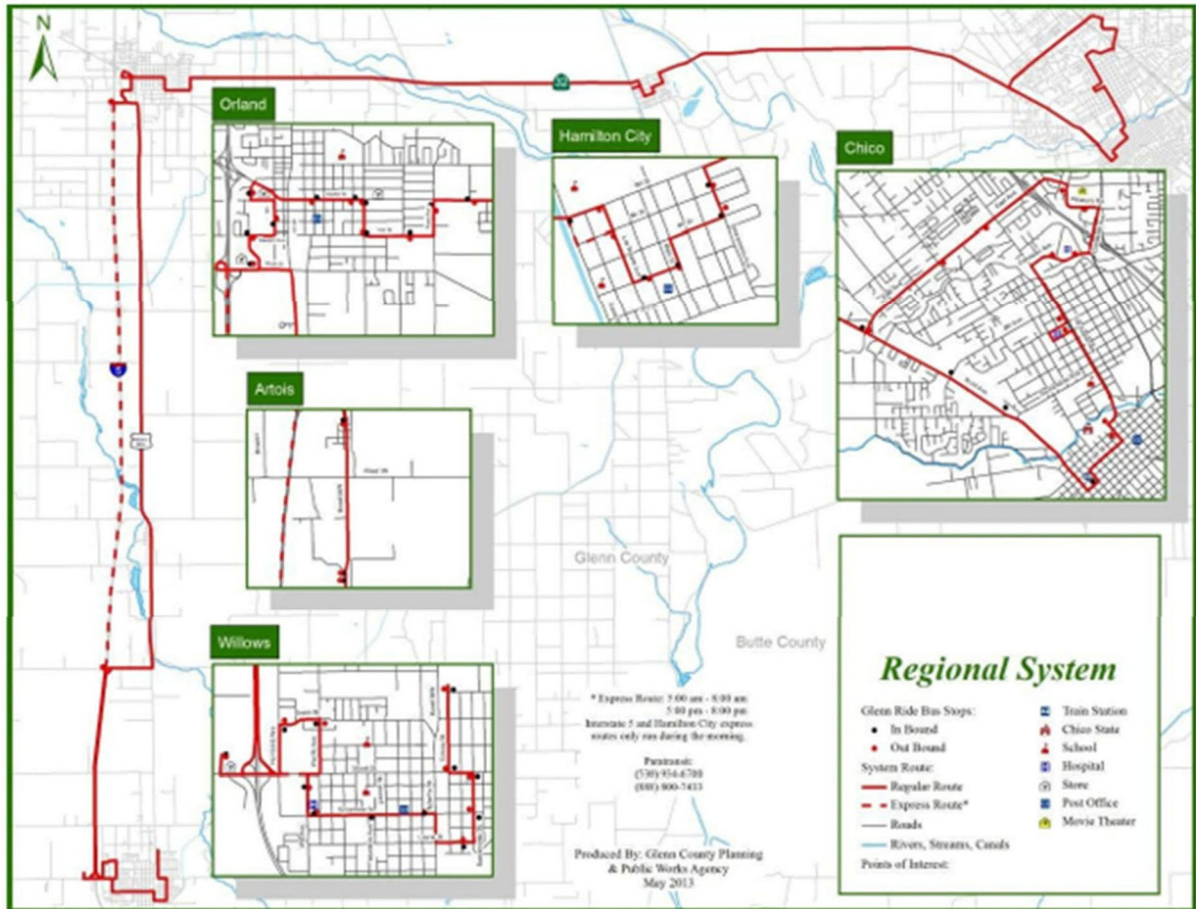
- Volunteer Medical Transportation** is a specialized demand response program for eligible Glenn County Residents which provides transportation to and from medical appointments outside of the Glenn Ride and Dial-A-Ride service areas. Volunteer drivers are reimbursed by the contract operator at a rate 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 5:15 a.m. to 8:13 p.m. On Saturdays, this service makes 3 round trips between the hours of 8:00 a.m. and 7:23 p.m. 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												
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
20/21	347.75	363.75	409	437.50	367.50	402.50	385	385	441	427	402.50	366.50
21/22	420	427	409.50	420	385.50	364	402.75	385	445.25	420	409.75	427
22/23	102.50	444.50	410.25	420	385	420.75	402.50	391.25	525	471.75	504	504



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 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 11 vehicles. 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

Manufacturer	Year	Length	Seating Capacity	Wheelchair Tie Downs	Mileage	Program Use	Status
#76 Glaval/GMC (medium-Duty)	2008	32'	22	2	165,470	Glenn Ride	Inactive
#90 Gillig Low Floor, Heavy Duty	2012	40'	39	2	28,686	Glenn Ride	Active
#91 Gillig Low Floor, Heavy Duty	2012	40'	39	2	28,845	Glenn Ride	Active
#92 Gillig Low Floor, Heavy Duty	2016	40'	39	2	163,384	Glenn Ride	Active
#93 Gillig Low Floor, Heavy Duty	2016	40'	39	2	166,615	Glenn Ride	Active
#84 Starcraft/Ford Type II Bus	2009	23'	15	3	58,626	Dial-A-Ride	Inactive
#85 Starcraft/Ford Type II Bus	2009	23'	15	3	71,152	Dial-A-Ride	Active
#86 Starcraft/Ford Type II Bus	2009	23'	15	3	50,569	Dial-A-Ride	Active
#87 Starcraft/Ford Type II Bus	2009	23'	15	3	25,754	Dial-A-Ride	Inactive
#88 Starcraft/Ford Type II Bus	2009	23'	15	3	59,488	Dial-A-Ride	Active
#89 Starcraft/Ford Type II Bus	2009	23'	15	3	25,090	Dial-A-Ride	Inactive

E. OPERATIONS AND MAINTENANCE FACILITY

GTS vehicles are maintained at the Glenn County Public Works Agency corporate yard located at 453 E. County Road 49½ in Willows, CA 95988. This facility is lighted, security fenced, and has service 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 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.

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 and reliable public transit system.
- Continue to improve operational efficiency.
- Expansion of the existing transit system where sustainable.
- 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 transit system will have an initial term lasting from January 2, 2024 - June 30, 2029, with an option for two (2) two-year extensions for a range from July 1, 2029- June 30, 2033. Said agreement will be effective January 2, 2024.

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. The current transit services contract is based on the GTS fiscal year. This allows 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 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. 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 the Federal Transit Administration's 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 an 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. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as an "OFFEROR," 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 like 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, the California Department of Transportation, 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 transit services, coordination of activities with GTS staff, coordination with maintenance staff, record keeping, insurance coverage, and compliance with local, state, and federal laws, and other legal requirements.

All proposals shall be for the 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 11, 2023.	GTS issues RFP.
October 25, 2023.	Pre-Qualification Conference. Pre-Qualification packet due.
October 31, 2023.	Notice of Qualification e-mailed to OFFERORS.
November 1, 2023.	Deadline for submitting questions to GTS by 5:00pm.
November 3, 2023.	Response to Questions e-mailed to PROPOSERS.
November 15, 2023.	Deadline for submitting protests to GTS.
November 16, 2023.	Deadline for submitting appeals to Caltrans.
December 1, 2023.	<u>Proposals due by 3:00pm.</u>
December 6-10, 2023.	Panel evaluates proposals, determining which are responsive and meet operational goals. Interviews may be requested.
December 11, 2023.	Selection of contractor
January 2, 2024.	Selected contract begins 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 October 25, 2023, at the Glenn County Planning & Community Development Services Agency's conference room, 225 N. Tehama Street, Willows, CA 95988 for the purpose of familiarizing OFFEROR 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 Transit Operations RFP, c/o Carlos Linarez-Hernandez, Transportation Planner, 225 N. Tehama Street, Willows, CA 95988; or,
- Faxed to (530) 934-6131; or,
- E-mail to: transit@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 written questions received by the deadline will be posted to the transit webpage within the Glenn County website and e-mailed to OFFERORS 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.

OFFEROR 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 OFFEROR can secure insurance is sufficient.

2. CONTRACTS WHICH REQUIRED ADDITIONAL REVENUE WITHIN ONE YEAR OF CONTRACT AWARD BETWEEN 2014 AND 2023.

OFFEROR 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 OFFEROR the transit contract. This is

an opportunity for OFFEROR 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.

OFFEROR 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.

OFFEROR 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.

OFFEROR 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.

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

7. DESCRIBE EXPERIENCE WORKING WITH VOLUNTEERS.

OFFEROR shall describe how it has worked with volunteers and its years' experience working with volunteers.

8. CALL CENTER OR BROKERAGE TYPE EXPERIENCE.

OFFEROR shall describe its experience coordinating rides for individuals to medical and other appointments for a Dial-A-Ride or Volunteer driver service.

9. CUSTOMER SERVICE.

OFFEROR 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, OFFEROR 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.

OFFEROR 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. OFFEROR 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 review of the 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 Carlos Linarez-Hernandez, Transportation 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

Pre-Proposal Protests. Direct protests concerning Glenn Transit Service's pre-proposal process in writing (via mail or fax) to Carlos Linarez-Hernandez, 225 N. Tehama Street Willows, CA 95988, fax: 530-934-6131, by 5:00pm, October 24, 2023. Carlos Linarez-Hernandez will respond to these protests by October 26, 2023, by express mail, email and/or fax.

Post-Proposal Protests. Direct protests concerning Glenn Transit Service's post-proposal

process in writing (via mail or fax) to Carlos Linarez-Hernandez, 225 N. Tehama Street Willows, CA 95988, fax: 530-934-6131, by 5:00pm, December 5, 2023. Carlos Linarez-Hernandez will respond to these protests by December 6, 2023, by express mail, email and/or fax.

Post-Award Protests. Direct protests concerning Glenn Transit Service's post-award process in writing (via mail or fax) to Carlos Linarez-Hernandez, 225 N. Tehama Street Willows, CA 95988, fax: 530-934-6131, by 5:00pm, December 14, 2023. Carlos Linarez-Hernandez will respond to these protests by December 15, 2023, by express mail, email and/or fax.

Appeals to Caltrans. Under limited circumstances, after an interested party has exhausted its administrative remedies at Glenn Transit Service's level, the interested party may appeal to the California Department of Transportation (Caltrans). The deadline for pre-proposal appeals to Caltrans is 5:00pm, November 16, 2023. The deadline for post-proposal appeals to Caltrans is 5:00pm, December 4, 2023. The deadline for post-award appeals to Caltrans is 5:00pm, December 15, 2023.

Caltrans' limits review of appeals to:

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

Appeals to Caltrans must:

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

Direct appeals (via mail only) to:

California Department of Transportation Division of Local Assistance
FTA Programs Procurement Oversight Branch Attn: Mr. Frank Nevitt
PO BOX 942874
Sacramento, CA 94274-0001

Send a copy (via mail only) of the appeal to Glenn Transit Service.

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 Carlos Linarez-Hernandez, Transportation Planner 225 N. Tehama
Street
Willows, CA 95988
Telephone: (530) 934-6540

GTS will not be liable or responsible for any late delivery of proposals. Proposals received after 3:00pm, December 1, 2023, specified will not be considered and will be returned to OFFEROR 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 October 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, OFFEROR 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 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 made public record unless the information is exempt from disclosure by law.

The California Public Records Act (California Government Code Section 7920 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 OFFEROR shall be available to the public.

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

Additionally, OFFEROR may not designate its cost proposal or any required bid forms or certifications as confidential.

If the OFFEROR requests that GTS withhold from disclosure information identified as confidential, and GTS complies with the OFFEROR's request, OFFEROR 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 OFFEROR's information), and pay any and all costs and expenses related to the withholding of OFFEROR's information.

OFFEROR 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 OFFEROR's information.

If OFFEROR 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 December 6, 2023, and December 10, 2023. 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 11, 2023.

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 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

Apart from contacting Carlos Linarez-Hernandez, Transportation 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 OFFEROR 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. 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 the OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to GTS; (3) negotiating with GTS regarding 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 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 (Caltrans)-- 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. To ascertain whether the statewide overall DBE goal is being achieved, Caltrans 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." To ensure that Caltrans achieves its federally mandated statewide overall DBE goal, Caltrans 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 based on race, color, religion, national origin, or sex in the award and performance of subcontracts.

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 pursuant to this RFP.

S. EXECUTION OF 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 (STEP 1)

Proposals for the management and of the GTS public transit system will be evaluated by GTS to determine whether 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

To be considered a responsive OFFEROR, the OFFEROR must have 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 like 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 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 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 and 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 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.

EVALUATION AND SELECTION CRITERIA (STEP 2 &3)

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

Responsive proposals shall be evaluated in accordance with the following five 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). The weighting evaluation criterion will be based on points.

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 best value of the proposed approach in managing and operating GTS transit services.

5. Employee Retention

A 10% preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision.

B. FINAL SELECTION (STEP 3)

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

IV. 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.

A. 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. 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.

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.

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.

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 statutes and regulations in connections with such use.

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.

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.

B. 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.

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. 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.

3. Parking Facilities

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

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.

C. 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.

1. General Operations

CONTRACTOR shall assist and cooperate with the Regional Transit Committee in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with the 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.

2. Management Requirements

CONTRACTOR shall provide the necessary management, technical, and operating services for GTS as specified by the 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, 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. 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 Dial-A-Ride punch cards delivered by GTS. CONTRACTOR shall invoice, collect, and deposit agency purchases of bus passes, Dial-A-Ride 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.

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 courteous manner, as program specified in Section 4.

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's 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.

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.

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.

8. Accident and Incident Procedures

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to GTS's 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 conflict with the CONTRACTOR's status as an independent contractor.

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.

10. General Services Standards

CONTRACTOR shall, always, 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 the Regional Transit Committee's expectations.

CONTRACTOR and Regional Transit Committee's 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 the Regional Transit Committee Program Manager.

11. Performance Penalties

On Time Performance Assessment – The CONTRACTOR shall be assessed a \$300/month penalty for each month that on time performance falls beneath the ninety (90) percent standard.

Vehicle Replacement Assessment - The CONTRACTOR shall be assessed a penalty of \$200/incident for each incident 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, accident, or is unable to effectively reassign trips to other in-service vehicles resulting in scheduled trips not being served.

12. Failure to Report Incidents

The CONTRACTOR shall be assessed a charge of \$300 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.

13. 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 the Fall and Spring CalACT conferences.

The General Manager shall work cooperatively with GTS Program Manager in matters relating to service quality, operational, and other data as described in Section 3 or Section 4, responding to comments from passengers and the 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 the replacement of the General Manager.

During all hours of operation, the General Manager, or a designated employee that acts 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.

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 conflict with the CONTRACTOR's status as an independent contractor.

14. 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.

15. General Services Standards

CONTRACTOR shall, always, 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 the Regional Transit Committee's expectations.

CONTRACTOR and Regional Transit Committee's 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 the Regional Transit Committee Program Manager.

16. Performance Penalties

On Time Performance Assessment – The CONTRACTOR shall be assessed a \$300/month penalty for each month that on time performance falls beneath the ninety (90) percent standard.

Vehicle Replacement Assessment - The CONTRACTOR shall be assessed a penalty of \$200/incident for each incident when the CONTRACTOR does not notify county service department for an appropriate replacement vehicle within sixty (6) minutes of a service disruption resulting from a vehicle breakdown, accident, or is unable to effectively reassign trips to other in-service vehicles resulting in scheduled trips not being served.

17. Failure to Report Incidents

The CONTRACTOR shall be assessed a charge of \$300 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.

18. 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 the Fall and Spring CalACT conferences.

The General Manager shall work cooperatively with GTS Program Manager in matters relating to service quality, operational, and other data as described in Section 3 or Section 4, responding to comments from passengers and the 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 the replacement of the General Manager.

During all hours of operation, the General Manager, or a designated employee that acts 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 (more than one week, excluding vacations) the CONTRACTOR must ensure a replacement subject to the approval of the GTS Program Manager.

19. 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 to employ drivers. These criteria must include Department of Motor Vehicles license check, 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 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 public.

CONTRACTOR shall always 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 conflict with the CONTRACTOR being an Independent Contractor of the Regional Transit Committee.

20. 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.

21. 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.

22. 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 their 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 always prohibited from smoking 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 always uniformed 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 always maintain a neat and clean appearance 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.

23. 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.

24. 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.

25. 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 conflict with CONTRACTOR's status as an independent contractor.

D. TRANSIT SERVICES

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 the Regional Transit Committee annually.

Weekday schedule of Monday thru Friday 6:30 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 follow 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. If 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 the Regional Transit Committee in ensuring ADA compliance.

The CONTRACTOR shall be responsible for use of the electronic fare boxes and related equipment such as computers, printers, and electronic probes.

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.

2. Dial-A-Ride

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

Dial-A-Ride service is scheduled three days a week (Tuesday, Wednesday, and 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 Dial-A-Ride 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 pickup 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 Dial-A-Ride and/or ADA registrants and include all fares with their log sheets at the end of each shift.

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 County and/or Butte County.

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. 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 pickup 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 always prohibited from smoking 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.

5. 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 driver.

V. PROPOSAL FORM CHECKLIST

ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:

- All Addenda which may have been issued by GTS in connection with this RFP.
- Statement of Qualifications.
- References.
- Completed Attachments (A, B, C, & D)
- 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

Offerors should propose a one-year price that is going to be escalated annually nine times throughout the life of the contract. As for the best supported CPI estimate, “BLS recommends that users adopt the U.S. City Average for use in escalator clauses. The U.S. City Average CPIs are best published on a seasonally adjusted basis as well as on an unadjusted basis.” Regional and local versions of the CPI are much less statically reliable – they rely on very thin data samples – so best to avoid them.

CPI Escalation: The rates herein will be adjusted annually in accordance with an increase in the DOL BLS U.S. City Average but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term of this Agreement. Any increase in rates herein as a result of an increase to the CPI will be rounded up to the nearest dollar. Additionally, increases in the CPI should not exceed 90 percent of the DOL BLS U.S. City Average for the previous calendar year. Any changes in in Firm’s rates shall be based on the January- December CPI of the previous calendar year, and shall be effective July 1st of each year, following a thirty (30) day notice. For example, the July 1, 2024 economic price adjustment shall be 90 percent of the DOL BLS U.S. City Average for January- December 2023, and so on, throughout the contract.

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
Actual CPI Calculation*	Remainder of FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33
		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Fixed Route										
Vehicle Revenue Service Hours**	3354	6708	6708	6708	6708	6708	6708	6708	6708	6708
Fixed Monthly Rate										
Fixed Hourly Rate										
Subtotal Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dial-A-Ride										
Vehicle Revenue Service Hours**	624	1248	1248	1248	1248	1248	1248	1248	1248	1248
Fixed Monthly Rate										
Fixed Hourly Rate										
Subtotal Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteer Medical Transportation										
Fixed Monthly Rate										
Subtotal Annual Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MAXIMUM ANNUAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CPI is specifically defined as: All Urban Consumer, U.S. City Average CPI

* All cost increases are tied to the U.S. City Average 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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GTS Transit Operations RFP

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
Actual CPI Calculation *	Remainder of FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33
		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Service Hours										
Fixed Route	3,354	5,708	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
Total	3,978	7,956	7,956	7,956	7,956	7,956	7,956	7,956	7,956	7,956
Office Expenses										
Site Manager Wages										
Site Manager Benefits										
Dispatch/Info/Clerical Wages										
Utility Worker Wages										
Utility Worker Benefits										
Non-vehicle Insurance										
Materials & Supplies										
Telephone										
Other										
Facility Lease										
Equipment Lease										
Utilities										
Office Equipment										
Subtotal Office Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

GTS Transit Operations RFP

Operating Expenses											
Hiring/Training Expenses											
Driver Wages											
Driver Benefits											
Physicals/Drug Testing											
Materials & Supplies											
Uniforms											
Other											
Employee Incentive Program											
Safety & Training											
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL MAXIMUM ANNUAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* All cost increases are tied to the U.S. City Average 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. 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Government – Wide Debarment and Suspension (Non-procurement) – 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 OFFEROR 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 OFFEROR 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 OFFEROR 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 OFFEROR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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DRAFT AGREEMENT

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 _____ 2023 by and between the Regional Transit Committee, hereinafter referred to as “RTC” and _____, hereinafter referred to as “CONTRACTOR”.

WITNESSETH

WHEREAS, on October 11, 2023, 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 _____, 2023 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, after the authorization by RTC.

4. TERM OF AGREEMENT

1. Initial Term

Subject to the terms and conditions of this AGREEMENT, the initial term shall be from January 2, 2024, through June 30, 2029.

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, which covers January 2, 2024- June 30, 2033. The compensation rates to be paid during any portion of any such option period shall be set in accordance with Exhibit D, option prices are fixed at the outset and not subject to subsequent change. RTC shall notify CONTRACTOR of the decision to exercise an optional term on or before June 1, 2029, for the initial two-year option and by June 1, 2031, for the second option term.

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.

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 more than the maximum price defined in Exhibit "E."

9. INDEPENDENT CONTRACTOR

1. Contractor

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

2. Contractor Employees

CONTRACTOR'S employees shall always 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.

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 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 20% or higher in Fixed Route or Dial-A-Ride service hours, and the Price Formula renegotiated.

11. GENERAL AND VEHICLE INSURANCE

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 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.

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.

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.

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.

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 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 ensure performance, CONTRACTOR shall post with GTS a bond or other acceptable security in the amount of TWENTY FIVE PERCENT (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 requires 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

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 the dispatcher, and/or driver trip sheets, and/or employee timecards.

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.

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 monthly. 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

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.

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, attorney's 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 hours (48hrs) 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, shall be the obligation of GTS. CONTRACTOR shall make all reasonable efforts to minimize costs to GTS.

22. TERMINATION FOR DEFAULT

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 (10) 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 of 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.

2. Bankruptcy

Either (a) the appointment of a receiver to take full possession of all or substantially all 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 especially suited to perform this AGREEMENT, such that the identity of contractor is central to the obligations in this contract. Accordingly, this contract is like a personal services contract and non-assignable under 11 USC 365 (c)

23. TERMINATION FOR CONVENIENCE

Glenn Transit Service may terminate this Agreement at any time in whole or in part for its convenience and without any reason, by giving the contractor NINETY DAYS (90) written notice thereof.

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

1. Stop work under the AGREEMENT on the date and to the extent specified in the notice of termination.

2. 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.
3. 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.
4. 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.

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. If 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. MODIFICATIONS OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to the

subject matter of this AGREEMENT and no modifications 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 225 N. Tehama Street 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 nature; 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 soon 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 based on 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. 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.

33. 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.

34. PERMITS AND LICENSES

At its sole cost and expense, CONTRACTOR shall obtain 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.

35. NON-DISCRIMINATION IN EMPLOYMENT AND GTS

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.

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.

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.

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.

36. 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.

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.

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.

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.

4. Non-Construction Grants.

Contractor or subcontractor shall maintain payrolls and basic payroll records during 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.

5. Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and 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.

37. 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.

38. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

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.

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.

39. 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.

40. 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.

41. 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.

42. 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:

1. Any supplemental agreements executed after the date of this AGREEMENT.
2. This AGREEMENT and attachments thereto.

43. 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 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.

44. NO OBLIGATION TO THIRD PARTIES BY USE OF A DISCLAIMER

1. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
2. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
3. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY'S obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
4. Obligations on Behalf of the California Department of Transportation. The

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

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

45. ACCESS TO RECORDS

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

46. RECORD KEEPING

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

47. ACCOUNTING RECORDS

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

48. FEDERAL CHANGES, AMENDMENTS TO STATE, AND LOCAL LAWS,

REGULATIONS, AND DIRECTIVES

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

49. CIVIL RIGHTS (TITLE VI, EEO, & ADA)

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

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

shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

3. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDING AGENCY of the California Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDING AGENCY shall:
 - Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 - Cancellation, termination, or suspension of the Contract, in whole or in

part.

6. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDING AGENCY or the California Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.
7. Section 504 and Americans with Disabilities Act Program Requirements. The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

50. INCORPORATION OF FTA TERMS

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

51. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
5. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would

cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

52. ENERGY CONSERVATION

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

53. DBE CONTRACT ASSURANCE

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 or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the AWARDING AGENCY, the termination of this contract by the AWARDING AGENCY, or such other remedy the STATE or AWARDING AGENCY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsive.

AWARDING AGENCY shall notify the CALTRANS DBELO in the event the AWARDING AGENCY finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

54. DBE PARTICIPATION GOAL

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the

following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The AWARDING AGENCY must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.

55. SPECIAL PROGRAMS NOTICE

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

Disadvantaged Business Enterprise (DBE) Program

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

specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is 0%.

2. To ensure applicable participation of the specified DBEs as defined in 49 CFR 26.5, this solicitation's goal applies to all certified DBEs. Only certified DBE participation will count toward the Agreement goal for this solicitation. DBE participation will count towards Caltrans' federally mandated overall annual DBE goal. In order to ascertain whether its overall annual DBE goal is being achieved, Caltrans tracks DBE participation on all federal-aid contracts.
3. It is the Bidder's/Proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified bid submittal due date and time. For a list of DBEs certified by the California United Certification Program (CUCP), go to: <https://californiaucp.dbesystem.com/>
4. Proposer shall complete and submit Attachment B, Bidder/Proposer Disadvantaged Business Enterprise DBE Information ADM-0227F and/or Bidder/Proposer Disadvantaged Business Enterprise DBE Good Faith Efforts Documentation ADM-0312 for detailed information and the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation may result a bid/proposal being rejected as non-responsive.
5. The requirement to advertise for the purpose of identifying potential DBEs is waived.

56. CONTINUED COMPLIANCE

The AWARDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

57. PROMPT PAYMENT AND RETURN OF RETAINAGE

1. The AWARDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's

receipt of payment for that work from the AWARDING AGENCY.

2. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e., withhold retention) from any CONTRACTOR.
3. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
4. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

58. INTELLIGENT TRANSPORTATION SYSTEMS (ITS) NATIONAL ARCHITECTURE

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

59. ADDITIONAL TERMINATION PROVISIONS

1. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession

belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.

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

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

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

60. DEBARMENT AND SUSPENSION

1. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
2. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing

Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

3. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that AWARDING AGENCY and its “principals,” as defined at 49 CFR Part 29.
4. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

61. LEGAL MATTERS CONCERNING A COVERED TRANSACTION

1. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
 - The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
 - Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto,

or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.

- The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

62. PROVISIONS FOR RESOLUTION OF DUTIES, BREACHES, OR OTHER LITIGATION

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the AWARDING AGENCY Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The AWARDING AGENCY Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the AWARDING AGENCY’s Executive Director or his/her designee. If the CONTRACTOR’S challenge is not made within the ten (10) day period, the AWARDING AGENCY Representative’s decision shall become the final decision of the AWARDING AGENCY. The AWARDING AGENCY and the CONTRACTOR shall submit written, factual

information and supporting data in support of their respective positions. The decision of the AWARDING AGENCY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

63. LOBBYING

1. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
2. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
3. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub- grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S.

Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

64. CLEAN AIR

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

65. CLEAN WATER

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

66. BUY AMERICA

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

67. U.S. FLAG REQUIREMENTS (CARGO PREFERENCES) (FLY AMERICA)

1. Shipments by Ocean Vessel. For third-party contacts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subagreements must comply with 46 U.S.C. Section 55303 and 46 CFR Part 381, "Cargo Preferences-U.S. Flag Vessels."
2. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
3. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

68. TRANSIT EMPLOYEE PROTECTICE ARRANGEMENTS (TRANSIT OPERATION ONLY)

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

1. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.
2. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contact and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.

69. CHARTER SERVICE OPERATIONS

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

70. SCHOOL BUS OPERATIONS

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

71. DRUG-FREE WORKPLACE (FTA SECTION 5311 AWARDS)

The CONTRACTOR certifies by signing a Contract with the AWARDING AGENCY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et

seq. The CONTRACTOR is required to include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any AWARDING AGENCY at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected AWARDING AGENCY at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

The CONTRACTOR agrees to: Participate in the AWARDING AGENCY's drug and alcohol program established in compliance with 49 CFR Part 655.

72. RECYCLED PRODUCTS

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

73. BUS TESTING

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the AWARDING AGENCY.

74. PRE-AWARD AND POST DELIVERY AUDIT

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.

Exhibit A:
Duties & Responsibilities
Glenn Transit Service

GTS shall perform the duties and accept the responsibilities set forth herein 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. 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.

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.

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.

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 statutes and regulations in connections with such use.

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.

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.

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.

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. 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.

3. Parking Facilities

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

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.

Exhibit B:
Duties & Responsibilities Contractor

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.

1. General Operations

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

The Contractor will provide service within the boundaries determined by Regional Transit Committee.

2. Management Requirements

CONTRACTOR shall provide the necessary management, technical, and operating services for GTS as specified by the 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, 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. 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 Dial-A-Ride punch cards delivered by GTS. CONTRACTOR shall invoice, collect, and deposit agency purchases of bus passes, Dial-A-Ride 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.

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 courteous manner, as program specified in Section 4

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's 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.

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.

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.

8. Accident and Incident Procedures

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to GTS's 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 conflict with the CONTRACTOR's status as an independent contractor.

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.

10. General Services Standards

CONTRACTOR shall, always, 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 the Regional Transit Committee's expectations.

CONTRACTOR and Regional Transit Committee's 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 the Regional Transit Committee's Program Manager.

a. Performance Penalties

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.

Vehicle Replacement Assessment - The CONTRACTOR shall be assessed a penalty of \$100/incident for each incident 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, accident, or is unable to effectively reassign trips to other in-service vehicles resulting in scheduled trips not being served.

b. 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.

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 the Fall and Spring CalACT conferences.

The General Manager shall work cooperatively with GTS Program Manager in matters relating to service quality, operational, and other data as described in Section 3 or Section 4, responding to comments from passengers and the 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 the replacement of the General Manager.

During all hours of operation, the General Manager, or a designated employee that acts 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 (more than one week, excluding vacations) the CONTRACTOR must ensure a replacement subject to the approval of the GTS Program Manager.

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 to employ drivers. These criteria must include Department of Motor Vehicles license check, 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 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 public.

CONTRACTOR shall always 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 conflict with the CONTRACTOR being an Independent Contractor of the Regional Transit Committee.

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.

A. 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.

B. 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 their 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 always prohibited from smoking 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 always uniformed 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 always maintain a neat and clean appearance 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.

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.

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.

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 conflict with CONTRACTOR's status as an independent contractor.

Exhibit C:
Contractor Proposal

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Exhibit D:
Scope of Work-
Transportation Programs

TRANSIT SERVICES

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 the Regional Transit Committee annually.

Weekday schedule of Monday thru Friday 6:30 a.m. to 8:13 p.m. and Saturday 8:00 a.m. to 7:23 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 follow 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.

If 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 the Regional Transit Committee in ensuring ADA compliance.

The CONTRACTOR shall be responsible for use of the electronic fare boxes and related equipment such as computers, printers, and electronic probes. 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.

2. Dial-A-Ride

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

Dial-A-Ride service is scheduled three days a week (Tuesday, Wednesday, and 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 Dial-A-Ride 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 pickup 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 Dial-A-Ride and/or ADA registrants and include all fares with their log sheets at the end of each shift.

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 County and/or Butte County.

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. 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 pickup 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 always prohibited from smoking within the vehicles and while assisting passengers to and from the vehicle. Passengers are also prohibited from smoking within 20' of the vehicle.

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

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

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

The DBE participation goal for this solicitation is 0%.

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

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

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

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

The bidder/proposer awarded the Agreement shall complete and submit [ADM-3069, Disadvantaged Business Enterprises Utilization Report](#) with each invoice.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERSKform15drmt (Rev. 03/2019) Page 1 of 5

A) AUTHORITY AND BIDDER'S RESPONSIBILITY

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

Terms as used in this document:

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

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

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

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

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

B) SUBMISSION OF DBE INFORMATION AND PARTICIPATION

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

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

C) DBE CERTIFICATION REQUIREMENTS

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

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act **and** certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.

2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBEO) web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the blue DBE Search Click Here button
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen (read about NAICS definitions below)
 - "Start Search", is located at the bottom of the query form,
 - "Civil Rights Home" (OBEO), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

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

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

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

NAICS Work Codes and Work Descriptions

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERSKform15drmt (Rev. 03/2019) Page 3 of 5

more of the following:

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

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

1. If the materiel or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materiel or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materiel, supplies, articles, or equipment required under the Agreement and of the general character described by the Agreement.
3. If the materiel or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materiel or supplies will count toward the DBE goal.
4. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materiel, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease Agreement and not on an ad-hoc or Agreement by Agreement basis.
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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transactions are not DBE regular dealers within the meaning of this paragraph.

8. Credit for materiel or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materiel and supplies or fees or transportation charges for the delivery of materiel or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materiel or supplies is not counted toward the DBE goal in this instance.

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

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

E) USE AND/OR TERMINATION OF PROPOSED DBEs

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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10. Or other documented compelling reason.

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

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

F) AWARD

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

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

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

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

(1) Prime and Subcontractors: List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6)Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %

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

PRINT VERIFIER'S NAME AND TITLE	SIGNATURE	DATE	CIVIL RIGHTS STAMP OF APPROVED
DBE PARTICIPATION <input type="checkbox"/> YES (%) <input type="checkbox"/> NO			

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

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

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

PART A – CONTRACTOR INFORMATION

CONTRACTOR'S BUSINESS INFORMATION: Bidder's/Proposer's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.

Agreement Number: The Agreement number is the same number as the Invitation for Bid (IFB) or Request for Proposal (RFP) number.

CONTRACT DOLLAR AMOUNT: Total dollar amount that Contractor proposes to accomplish the Agreement.

Date: Date this form is completed.

PART B – DBE INFORMATION AND DOCUMENTS

PRIME: Complete if Prime is a certified DBE.

Sub-Contractor: Complete if the Subcontractor(s)/Supplier(s) are certified DBE. Please make and attach additional copies of page 1 if needed. Attach a copy of the bid (or price quote) from the DBE (on the DBE's Letterhead) for all DBEs listed.

Column 1: Enter the names (includes all certified DBE Prime and Subcontractors) and complete addresses of all certified DBE Contractor/Subcontractor/Supplier(s) that will be used in the Agreement.

Column 2: Enter the area code and phone number of the corresponding certified DBE listed in Column 1.

Column 3: Enter the Contracting Tier number for each DBE correspondingly listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.

Column 4: Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.

Column 5: Enter the DBE or CUCP Certification Number for the corresponding DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the IFB or RFP. For more certification and verification information, refer to the IFB's or RFP's Notice to Bidders/Proposers Disadvantaged Business Enterprise (DBE) Program and Participation Goal.

Column 6: Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

1 = Black American

4 = Asian-Pacific American

7 = Woman

2 = Hispanic American

5 = Subcontinent Asian
American

8 = Other

3 = Native American

6 = Caucasian

9 = Not Applicable

Column 7-8: Enter the dollar and/or percentage (%) of the dollar (\$) value claimed for each corresponding DBE listed in Column 1.

EXAMPLE:

PART B – DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Bidder/Proposer shall verify DBE certifications.)

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	Tier	(4) Description of Work, Services, or Materiel Supplied	(5) DBE or CUCP Certification Number.	(6) Ownership Code	(7) DBE \$ Amount Claimed	(8) % of \$ Value Claimed	(9) Caltrans Use Only %
1B Jane Prime Inc., 1234 Jane's Street, Jane's City, CA, 04321	(XXX) 000-1111	0	Project management	XXXXXXXXX	7, 5	48,000	48%	
Joe Subcontractor Inc., 4567 Joe's Street, Joe's City, CA, 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier's City, CA, 45670	(111) XXX-0001	2	Survey instruments, testing materials	11111111111111	3	10,000	10%	

ADDITIONAL INFORMATION:

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

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

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

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

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

1. ADVERTISEMENT DOCUMENTATION

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

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

2. DBE DOCUMENTATION

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

Check the appropriate box: IFB RFP RFQ

SOLICITATION

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

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

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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2. DBE DOCUMENTATION (Continued)

SOLICITATION

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

3. ITEMS OF WORK

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

BREAKDOWN OF ITEMS:

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

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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4. DBE RESPONSES

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussion and/or negotiations with each, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted

DBE FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		GIVE REASON FOR NON-SELECTION AND A SUMMARY OF DISCUSSIONS
		YES	NO	YES	NO	

5. ASSISTANCE TO DBEs – Bonding, Insurance, etc.

Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to DBEs.

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

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CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
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6. ASSISTANCE TO DBEs – Equipment/Materials, etc.

Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

7. ADDITIONAL DATA

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

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