

**REQUEST
For
PROPOSAL**

LASSEN

PROJECT TITLE:
**OPERATION AND MANAGEMENT
OF THE
LASSEN RURAL BUS PUBLIC TRANSIT SERVICE SYSTEM**

TO BE PREPARED FOR:

Lassen Transit Service Agency

SUBMIT PROPOSALS TO:

**David Knaut
Lassen Transit Service Agency
707 Nevada St., Suite 4
Susanville, CA 96130**



Proposal Released: December 14, 2020

Lassen Rural Bus Operation and Management Request for Proposal

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- Exhibit B** Monthly LRB Activity Log for FY 19/20 and FY18/19
- Exhibit C** Sample Agreement between the Lassen Transit Service Agency and Contractor for Operation and Management of the Lassen Rural Bus Public Transit Service System
- Exhibit D** LRB Driver Manifest
- Exhibit E** Farebox Tally Sheet

I. NOTICE INVITING PROPOSALS

Notice of Request for Proposals

PUBLIC NOTICE IS HEREBY GIVEN that the Lassen Transit Service Agency, hereafter the LTSA or Agency, is requesting proposals for management and operational services with all incidental and appurtenant equipment and services necessary to operate the Lassen Rural Bus (LRB) public transit service in accordance with the provisions and specifications which are set forth in the Request for Proposals (RFP) and the Sample Agreement on file in the office of the Lassen County Public Works Division of Transportation, located at 707 Nevada St., Suite 4, Susanville, CA 96130. Sealed bids will be accepted until 4:00 p.m. March 2, 2021, at which time they will be publicly opened.

Copies of the above-mentioned RFP and Sample Agreement may be obtained by interested parties by contacting:

David Knaut, Transportation Planner
Lassen Transit Service Agency
(530) 251-8305 Phone
(530) 251-2675 Fax

or online at www.lassentransportation.com

II. INTRODUCTION and BACKGROUND

Lassen County lies in the northeastern section of California, sharing a common boundary to the east with the State of Nevada, and bordered on the north by Modoc County, on the west by Shasta County and on the south by Plumas and Sierra Counties. It is the eighth largest county in the State, containing 4,729 square miles. The County's one incorporated city, Susanville, has an estimated population of 13,717. The unincorporated area has an estimated population of 15,116 for a total county wide population of 28,833 as estimated by the Department of Finance for May 1, 2020.

Major industries in the County include; two (2) state prisons, Sierra Army Depot, one Federal Prison, tourism, agriculture, timber, and other federal, state, and local governmental agencies.

The Lassen Transit Service Agency is the owner/operator of the Lassen Rural Bus (LRB). The LRB currently operates eleven (11) buses and (2) support vehicles, one (1) fixed route, one (1) commuter route, (3) deviated fixed routes, dial-a-ride service within the Susanville area, and special transportation, including charters. Furthermore, LRB is operating to pilot projects in fiscal year 2020/2021: one (1) fixed route and one (1) deviated fixed route. The system is designed primarily to provide service to the elderly, handicapped, low income, and college students, while always being available for the general

public. The City of Susanville and the communities to the east, west and south of Susanville currently benefit from the service.

The Agency also owns a Bus Maintenance Facility located at 701-980 Johnstonville Road, Susanville, dedicated for the purpose of maintaining and operating the fleet. There is a 4116 S.F. office and two maintenance facilities consisting of a 40 foot by 60 foot closed shop, a 30 foot by 60 foot closed shop and a 2250 S.F. enclosed automated bus washing facility. Vehicle Replacement Schedule:

Make/ Model	Vehicle Year	VIN	Agency Id	Fund Program	Seating Capacity	Wheelchair Positions	Vehicle Condition	Current Mileage	Estimated Replacement Year
GMC/ ARBOC	2014	1GB6G5BG6E1162539	19	Prop1B/ PTMISEA	19	3	Good	129358	2023
GMC/ ARBOC	2014	1GB6G5BG8E1162574	20	Prop1B/ PTMISEA	19	3	Good	152167	2022
GMC/ ARBOC	2014	1GB6G5BG8E1163451	21	Prop1B/ PTMISEA	19	3	Good	134503	2023
Glaval/ Freightliner	2016	4UZADRDU5HCJC8214	22	Prop1B/ PTMISEA	22	2	Excellent	30282	2029
Glaval/ Freightliner	2016	4UZADRDU7HCJC8215	23	Prop1B/ PTMISEA	22	2	Excellent	49340	2029
Gillig Corporation	2010	15GGD2715A1177581	101	STIP	39	2	Adequate	339177	2023
Gillig Corporation	2012	15GGD271XC1181600	102	Prop1B/ PTMISEA	39	2	Good	256949	2025
Gillig Corporation	2020	15GGD2716L3194106	103	5339 (State)	39	2	Excellent	6984	2033
Glaval/ Freightliner	2020	4UZADRFD3LCMA3570	24	5339 (State)	24	2	Excellent	3399	2032
GMC/ ARBOC	2019	1HA6GUBB2KN014818	25	Prop1B/ PTMISEA	19	3	Excellent	2496	2028
GMC/ ARBOC	2019	1HA6GUBB2KN014690	26	Prop1B/ PTMISEA	19	3	Excellent	2472	2028
Ford Transit 350	2020	N/A ordered 8/2020	27	LTF	7	2	Excellent	N/A	2029

The Agency will also procure a service vehicle in the current fiscal year, which will be available to use for mechanics for road calls, transportation of parts and snow removal. The agency plans to purchase a 4 wheel pick-up truck with a snow plow and purchase should be completed before contract start.

III. PROCUREMENT PROCESS

A. TERM OF PROPOSAL

The Contract Agreement to provide the management, operations and maintenance of the LTSA’s LRB public transit service is a five year Agreement (*with two optional two fiscal year renewals*) beginning July 1, 2021 to June 30, 2026. The agreement will be fixed priced that will be established at the outset of the contract. The Agreement may be extended for up to four (4) additional years after conducting a determination of price reasonableness by the LTSA and Contractor.

The RFP method of procurement is consistent with the Federal Transit Administrations Best Practices as it provides full and open competition as all potential “OFFERORS” are encouraged to participate.

B. PROPOSAL FORMAT AND REQUIRED INFORMATION

Proposals shall be typed and should be as brief as possible and should not include promotional material, unless provided as an exhibit to more thoroughly answer the questions posed in the required proposal form.

Proposals shall comply with the specific format and order as indicated in the Request for Proposals. Responses shall be specific, to the point, and complete. Incomplete proposals may result in a rejection of the proposal. Proposals may be used as part of the final contract documentation and thus may be binding on the Contractor.

Proposals must be received at the Lassen Transit Service Agency no later than 4:00 p.m., on March 2, 2021.

Emails will not be accepted. Each Proposing firm must submit **one electronic version (pdf or MS Word) and fifteen (15) sets each of the following in sealed envelope(s) marked on the outside of the envelope "LASSEN RURAL BUS OPERATION AND MANAGEMENT PROPOSAL"** and the name of the Proposing firm, including:

- 1) Completed, signed and dated certification of the FEDERAL LOBBYING CERTIFICATION
- 2) Completed, signed and dated Service and Budget Cost Proposal (*Section V. B*); and
- 3) Completed, signed and dated Bidder/ Proposer Disadvantaged Business Enterprise (DBE) information ADM-0022F form and/ or Bidder/ Proposer DBE Good Faith Efforts Documentation ADM-0312 form; and
- 4) Completed, signed and dated PROPOSAL QUESTIONNAIRE (*Section VI*), and
- 5) Contractor shall declare that they will comply with California Labor Code Section 1072 and 1073 as part of the proposal.
- 6) Other proposal information, including proposals on options, if any.

Additionally, proposals must be accompanied by a signed copy of any RFP addenda issued.

Each proposal must be accompanied by a Proposer's bond or a certified check in the amount of \$10,000.00. Any check should be made payable to the "Lassen Transit Service Agency". All such proposals' security documents shall be held by the LTSA until award of proposal. Upon an award, the Proposer's security provided by unsuccessful Proposer's will be returned. The successful Proposer's security will be returned upon execution of a contract between the LTSA and the Proposer.

If the proposal consists of a prime contractor and one or more subcontractors, the Proposer shall identify the subcontractors in the areas of their responsibility; but the LTSA will enter into an agreement only with the prime contractor who shall be responsible for all services required by the attached Agreement.

Proposals must be delivered to the attention of:

David Knaut
Lassen Transit Service Agency
707 Nevada St., Suite 4
Susanville, CA 96130

If mail delivery is used, the Proposer should mail the proposal early enough to provide for arrival by the specified deadline. Proposer uses mail or courier service at Proposer's own risk. The LTSA will not be liable or responsible for any late delivery of proposals. **Proposals or parts of proposals received after the date and time specified will not be considered and will be returned to the Proposer unopened.**

By submitting a proposal, the Proposer certifies that Proposer's name (*as well as the name of proposed subcontractors*) does not appear on the State Controller's General's list of ineligible contractors for federally assisted projects.

The proposals shall be opened at a public opening at which time the bids will become public and available for public inspection.

No proposal submitted by the deadline may be withdrawn or will be returned after the date and time set for opening thereof.

All proposals, addenda, and enclosures submitted by the Proposer's shall become the property of the LTSA and shall become public record.

The LTSA reserves the right to reject or accept any or all proposals or provide for the work to be done by the Agency itself. The selection will be based on the responsiveness and financial responsibility of the bidders.

Disadvantaged Business Enterprise (DBE) Program

1. Notice is hereby provided that 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 Program." 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 in this solicitation is one percent (1%).
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: http://www.dot.ca.gov/hq/bep/find_certified.htm
4. Proposer shall complete and submit "Proposal Form E - Disadvantaged Business Enterprise (DBE) Program," 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.

C. TENTATIVE SCHEDULE

ACTIVITY/EVENT	DATE
1.) RFP advertised and released	December 14, 2020
2.) <u>Pre-proposal Conference</u> and deadline for submitting questions regarding the RFP	January 20, 2021
3.) LTSA responds to questions submitted at pre-proposal conference or in writing and submits addenda if necessary	January 28, 2021
4.) Proposals Due (Public proposal opening)	March 2, 2021
5.) Evaluation Committee Reviews Proposals	March 9, 2021
6.) LTSA reviews Evaluation Committee's recommendations and <u>awards bid or recommends interviews of top firms</u>	March 15, 2021
7.) Evaluation Committee <u>Interviews</u> top firms if necessary	March 11, 2021
8.) Contractor begins operation of service	July 1, 2021
NOTE: Dates, including start-up date are subject to change at the sole discretion of LTSA.	

D. PRE-PROPOSAL CONFERENCE, QUESTIONS AND COMMENTS

It is not mandatory to attend the pre-proposal conference. The pre-proposal conference will be held at 1:30 p.m. on January 20, 2021 in the Lassen Rural Bus Facility at 701-980 Johnstonville Road, Susanville, California, for the purpose of receiving questions and comments regarding this RFP and the attached Agreement. If deemed necessary, the LTSA will provide a call-in or virtual participation option. Questions may be submitted prior to the conference by sending them in writing to David Knaut, dknaut@co.lassen.ca.us, Transportation Planner, Lassen County Department of Public Works, 707 Nevada Street, Susanville, CA 96130 or sending facsimile to (530) 251-2675. All questions must be submitted in writing by the pre-proposal Conference date. At the pre-proposal conference, LTSA will verbally provide answers to clarify the meaning of sections of the RFP or to clarify procedures. No changes to the RFP will be made verbally. A response to the pre-proposal conference and questions

will be sent electronically to all parties (*provided an email address is submitted to staff*), or postmarked by January 28, 2021. No questions regarding the project shall be answered verbally before or verbally and/or in writing after this date. If necessary, addenda will be mailed to Proposer's at the address they supply. These addenda must be signed and returned by Proposer as part of the proposal package. At the conference, any questions which cannot be answered by direct reference to the bidding documents will be answered by formal written addenda.

E. PROTESTS

Any prospective Contractor wishing to protest any aspect of this request for proposals or selection process must do so in writing to LTSA Executive Director, 707 Nevada Street, Suite 4, Susanville, CA 96130. Any protest must be specific, include proposed relief or the issue(s) raised and must be received by the LTSA by January 25, 2021. All protests will be reviewed by the Executive Director of the LTSA for issuance of an RFP addendum or rejection of the protest. The decision of the Executive Director of the LTSA is final, subject to the confirmation of the LTSA.

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

Caltrans' review of any protest is limited to:

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

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify the LTSA as the party responsible for the RFP process.
- 3) Contain a statement of the grounds for protest and any supporting documentation.
- 4) Include a copy of the protest filed with the LTSA, and a copy of the LTSA Decision, if any.
- 5) Indicate the desired relief from Caltrans.

Such protests should be sent to:

California Department of Transportation
Division of Rail & Mass Transportation, MS 39
PO Box 942874
Sacramento, CA 94274-0001

Appeal of Caltrans's determination to the Federal Transit Administration

Appeals to the FTA All protest decisions must be in writing. A protester must exhaust all administrative remedies with the grantee (Caltrans) before pursuing a protest appeal with FTA.

Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA region IX or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

F. RFP ADDENDA

Any changes to the Request for Proposals (RFP) requirements will be made by addendum. All addenda shall include an acknowledgment receipt which must be returned by Proposer. The addenda must be signed and attached to the respective Proposal Form. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

All addenda will be mailed to each prospective Contractor on the Contractors' list and provided along with the original RFP when requested by a Contractor not on the existing list. The Contractor shall be responsible for utilizing the bid conference question and comment process and protest process to resolve any concerns or questions resulting from the RFP and any addenda issued. All addenda shall become part of the contract documents and all Contractors shall be bound by such addenda, whether or not received by the Contractor.

G. SELECTION PROCESS

An evaluation committee will review all proposals and score them based on various criteria.

The proposals will be reviewed and evaluated by the evaluation committee who shall prepare recommendations regarding a determination as to whether each proposal is responsive to the requirements of the RFP and if the bidder meets financial responsibility criteria. The top firms may be selected for an interview. The evaluation committee shall prepare a recommendation to the LTSA as to which firm should be selected to operate and manage the LRB. This determination and recommendation will be presented to the LTSA for their review and action.

The evaluation committee will evaluate proposals based on the following criteria:

1. Cost – 20 points
2. Proposed Management Strategies - 15 points
3. Proposed Maintenance Operation - 15 points
4. Technical Experience (knowledge of Transit Issues, budgeting, ADA

requirements, Transportation Development Act, California Air Resource Board (CARB) transit fleet emission requirements, Transit Security Measures, etc.) – 20 points

5. Personnel, Experience and Financial Status – 20 points

6. Facility/ Equipment – 10 points

All proposals must meet the following minimum qualifications in order to be considered.

ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED:

1. Conflict of Interest

Any proposal which indicates a conflict of interest (*a "yes" answer to Questions # 1 of the PROPOSAL QUESTIONNAIRE -- Section VI*) will be considered non-responsive and will be rejected.

2. Personnel, Experience and Financial Status

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

(a) The firm or a general partner or principal of the firm, named in the proposal, must have a minimum of five (5) years of extensive recent experience in providing publicly funded elderly and handicapped, Paratransit, and fixed bus route services.

(b) The firm must have and identify a proposed full time, on-site General Manager who is a transit operations supervisor that has performed well in previous jobs (*include resumes and references*), and ideally has at least five (5) year's recent experience in managing publicly funded elderly and handicapped services. If General Manager has not five (5) year's recent experiences in managing publicly funded elderly and handicapped services, missing years can be substituted with other managerial experience. The General Manager should also have adequate managerial experience, with direct managerial responsibility for all facets of operations, and supervising at least six full time equivalent people.

Do not submit a General Manager for consideration unless he/she is expected to be available for the entire contract period. Any future replacement of this position is subject to the approval of the LTSA.

(c) The proposal must clearly demonstrate that the Proposer possesses sufficient organizational and personnel resources to accommodate turnover in management and staffing without disrupting LTSA LRB operations. Further, the proposal must demonstrate that there are a sufficient number of qualified personnel to properly operate and maintain the LTSA public transportation service.

(d) The proposal must clearly indicate that the bidder comply with California Labor Code Sections 1072 and 1073 (see pages 23 & 24).

- (e) The proposal must demonstrate that the Proposer possesses a good operational safety record including satisfactory inspection ratings from the California Highway Patrol or other applicable enforcement agency, and shall provide the most recent CHP Safety Compliance Report/Terminal Record Update for two (2) current operations to the LTSA.
- (f) The firm must propose a comprehensive ongoing training, safety program for all employees associated with the LTSA LRB, with particular emphasis on mechanics and drivers. Proposer shall specify in hours and areas of coverage the training and safety program to be provided. Contractor will maintain an on-site certified driver trainer.
- (g) The firm must propose to utilize an acceptable industry standard management information system which also addresses the requirements of the enclosed contract. This management information system will be computerized and shall provide the Proposer an acceptable industry standard methodology to gather, store, retain, calculate, compute, cross reference and display in textual, tabular and graphic form all operating, performance and financial data associated with this contract.
- (h) The firm must have a satisfactory record of performance, including positive references from other contracting agencies. A list of all public and private agencies for whom the Proposer has provided similar services in the last three years are to be submitted with the proposal.
- (i) The firm must have adequate financial resources or the ability to obtain such resources as required during performance of the Agreement and must present the LTSA with the latest financial statements, including Income Statement and Balance Sheet.

3. Facility/Equipment

To be considered responsive, the proposer must also demonstrate the ability to properly maintain all facets of the LTSA vehicles subject to this proposal and of vehicles provided by Contractor. To be considered responsive, the Contractor will provide at a minimum:

- (a) Facility Maintenance Cost Estimate
- (b) Preventative Maintenance Schedule for existing fleet.

To be considered responsive, the Proposer must propose a vehicle and equipment preventative maintenance inspection program which meets or exceeds requirements of this RFP, as well as the attached Agreement and Scope of Work.

H. AWARD

The LTSA may withdraw this RFP at any time without prior notice. The LTSA makes no representations that any Agreement will be awarded to any Proposer responding to this RFP. The LTSA may reject any and all proposals responding to this RFP without indicating any reason for such rejection(s). Negotiations are not expected to be conducted with Proposers. Hence, Proposers should make their proposal as advantageous to the LTSA as possible since selection may be made without discussion with any Proposer. Upon acceptance of winning bid, Proposer shall enter into an Agreement for Operation of the Lassen Rural Bus Public Transportation Service with the Lassen Transit Service Agency.

I. VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the LTSA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

J. SPECIAL FUNDING CONSIDERATIONS

Any Contract resulting from this RFP will be financed with funds available under Article 4.0 and 8.0 of the California Transportation Development Act (TDA). The contract for this service is contingent upon the receipt of these funds. In the event that funding from this source is eliminated or decreased, the LTSA reserves the right to terminate or modify the contract. In the event of such termination or modification, the LTSA shall bear no liability whatsoever to Contractor for any loss caused by such termination or modification. A modification of the contract could include negotiation with the prospective contractor to assure that the costs for all involved parties would be fair and reasonable. Any change of contract will need approval from the California Department of Transportation to assure changes are compliant with state and federal law.

K. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposers and selected Contractor in:

1. Preparing proposal in response to this RFP;
2. Submitting proposal to the LTSA;
3. Negotiations with the LTSA on any matter related to proposal;
4. Other expenses incurred by Contractor or Proposer prior to date of award for any Agreement.

In no event shall the LTSA be liable for any pre-contractual expenses incurred by any Proposer or selected Contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. The LTSA shall be held harmless and free from any and all liability, claims, or expenses, whatsoever, incurred by, or on behalf of, any person or organization responding to this RFP.

L. EXCEPTIONS & ALTERNATIVES

Proposers may not, after exhausting protest avenues, take exception or make alterations to any requirement of the RFP. However, proposals which exceed the minimum requirements will be welcomed.

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

M. NON-EXCLUSIVITY OF CONTRACT

It shall in no way be construed that any contract to be awarded hereby is, or shall be, the sole or exclusive contract for paratransit service into which the LTSA may enter. The Contractor shall have no exclusive contractual rights from the LTSA for transit services.

N. NON-COLLUSION AFFIDAVIT

By submitting a proposal, the prospective Contractor represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the prospective Contractor has not directly or indirectly induced or solicited any other Contractor to put in a proposal, or any other person, firm, or corporation to refrain from presenting a proposal and that the prospective Contractor has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and Contract awards found null and void.

O. OWNERSHIP OF PROPOSAL MATERIALS

All proposals and related information submitted by a prospective Contractor to the LTSA will become the property of the LTSA. None of the materials submitted will be returned to the Contractor.

P. COMPLIANCE WITH FEDERAL LAWS AND REQUIREMENTS

By submitting a proposal, Contractor certifies that he or she will comply with all federal laws and requirements including, but not limited to: 49 CFR, Part 655 and Part 40, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"; Title VI of the Civil Rights Act of 1964, as amended, Equal Employment Opportunity, Labor Protection, Age Discrimination in Employment Act of 1967, as amended, Americans with Disabilities Act as amended and regulations applicable to contracts utilizing federal funds.

Each Contractor must certify the Federal Lobbying Requirements as provided with Proposal form F (pages 86-88).

Federal Transit Administration Best Practices require inclusion of contract clauses per third party contract requirements 4220.1F. Clauses pertaining to this Contract are described as follows and are hereby included with clause numbers as they appear within: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

Parties referenced in the following clauses are defined as:

"Awarding Agency" is the subrecipient of the State of California Department of Transportation.

"PROJECT" is the Awarding Agency's federally-supported project.

"CONTRACTOR" is the third-party vendor who has entered into this third-party contract with the Awarding Agency to provide goods or services directly to the Awarding Agency for the accomplishment of the PROJECT.

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

1. CHARTER AND SCHOOL BUS

Charter Service Operations: The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49

CFR-Subpart B. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

School Bus Operations : Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of 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.

2. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with 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.

3. CLEAN WATER REQUIREMENTS

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

4. LOBBYING

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

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

Proposer shall complete and submit “Proposal Form F – Lobbying Certification”.

5. ACCESS TO RECORDS AND REPORTS

The LTSA, 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.

6. 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.

7. 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.

8. 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.

9. CLEAN AIR

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The CONTRACTOR agrees to report each violation to the LTSA and understands and agrees

that the LTSA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

10. RECYLCED 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.

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

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the LTSA 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 LTSA'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.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. LTSA's Approval of Subagreements. The LTSA shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the Awarding Agency. Any proposed amendments or modifications to such Subagreements must be approved by the LTSA prior to implementation.

12. 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.

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

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

Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.

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

14. TERMINATION

- A. Termination for Convenience (General Provision). When it is in the LTSA's best interest, the LTSA 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 LTSA. If the CONTRACTOR has any property in its possession belonging to the LTSA, the CONTRACTOR will account for the same, and dispose of it in the manner the LTSA directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the LTSA 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 LTSA 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 LTSA, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

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

15. DEBARMENT AND SUSPENSION

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program,” implementing Executive Order Nos. 12549 and 12689, “Debarment and Suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.
- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that awarding agency and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar

certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.

16. PRIVACY ACT

- 1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. CIVIL RIGHTS REQUIREMENTS (TITLE VI, EEO & ADA)

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

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

apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with 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.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the LTSA or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the Awarding Agency of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the LTSA shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
 2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the LTSA 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.

18. 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.

19. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The LTSA 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 LTSA Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The LTSA 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 LTSA's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the LTSA Representative's decision shall become the final decision of the LTSA. The LTSA and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective

positions. The decision of the LTSA 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.

20. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Transit Employee Protective Arrangements (Transit Operation Only)
The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this 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.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

California Labor Code 1072.

Successful bidder agrees to comply with the California Labor Code Section 1072 is listed below.

- (a) A bidder shall declare as part of the bid for a service contract whether or not he or she will retain the employees of the prior contractor or subcontractor for a period of not less than 90 days.
- (b) An awarding authority letting a service contract out to bid shall give a 10 percent preference to any bidder who agrees to retain the employees of the prior contractor or subcontractor pursuant to subdivision (a).
- (c) (1) If the awarding authority announces that it intends to let a service contract out to bid, the existing service contractor, within a reasonable time, shall provide to the awarding authority the number of employees who are performing services under the service contract and the wage rates, benefits, and job classifications of those employees. In addition, the existing service contractor shall make this information available to any entity that the awarding authority has identified as a bona fide bidder. If the successor service contract is awarded to a new contractor, the existing contractor shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees to the successor contractor. The

duties imposed by this subdivision shall be contained in all service contracts.

- (2) A successor contractor or subcontractor who agrees to retain employees pursuant to subdivision (a) shall retain employees who have been employed by the prior contractor or subcontractors, except for reasonable and substantiated cause. That cause is limited to the particular employee's performance or conduct while working under the prior contract or the employee's failure of any controlled substances and alcohol test, physical examination, criminal background check required by law as a condition of employment, or other standard hiring qualification lawfully required by the successor contractor or subcontractor.
- (3) The successor contractor or subcontractor shall make a written offer of employment to each employee to be rehired. That offer shall state the time within which the employee must accept that offer, but in no case less than 10 days. Nothing in this section requires the successor contractor or subcontractor to pay the same wages or offer the same benefits provided by the prior contractor or subcontractor.
- (4) If, at any time, the successor contractor or subcontractor determines that fewer employees are required than were required under the prior contract or subcontract, he or she shall retain qualified employees by seniority within the job classification. In determining those employees who are qualified, the successor contractor or subcontractor may require an employee to possess any license that is required by law to operate the equipment that the employee will operate as an employee of the successor contractor or subcontractor.

California Labor Code 1073.

Successful bidder agrees to comply with the California Labor Code Section 1072 is listed below.

- (a) An employee who was not offered employment or who has been discharged in violation of this chapter, or his or her agent, may bring an action against the successor contractor or subcontractor in any superior court having jurisdiction over the successor contractor or subcontractor. Upon finding a violation of this chapter, the court shall order reinstatement to employment with the successor contractor or subcontractor and award back pay, including the value of benefits, for each day of violation. A violation of this chapter continues for each day that the successor contractor or subcontractor fails to employ the employee, within the period agreed to pursuant to Section 1072.
- (b) The court may preliminarily or permanently enjoin the continued violation of this chapter.
- (c) If the employee prevails in an action brought under this chapter, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

21. VEHICLE OPERATOR LICENSING

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

22. DISADVANTAGED BUSINESS ENTERPRISE 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 LTSA, the termination of this contract by the LTSA, or such other remedy the STATE or LTSA 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.

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

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 1%.

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 LTSA 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 LTSA's prior written consent and concurrence from the CALTRANS DBELO. The LTSA 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 LTSA 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.

Continued Compliance

The LTSA 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.

Prompt Payment and Return of Retainage

- A. The LTSA 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 LTSA.
- B. 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.
- C. 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.
- D. 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 LTSA. 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.

23. 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 LTSA requests which would cause the LTSA to be in violation of the FTA terms and conditions.

24. DRUG-FREE WORKPLACE

The CONTRACTOR certifies by signing a Contract with the LTSA 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 following drug and alcohol testing options are compliant with drug and alcohol rules. One of these options must be selected.

The LTSA has selected Option 2, as set forth below:

DRUG AND ALCOHOL TESTING OPTION 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655 and Part 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the California Department of Transportation, or the LTSA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before January 5th and to submit the Management Information System (MIS) reports annually before March 15th, electronically via FTA website at <https://damis.dot.gov> and by paper copy to the:

Transportation Planner
Lassen Transit Service Agency
707 Nevada Street, Suite 4
Susanville, CA 96130

To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

DRUG AND ALCOHOL PENALTIES

As stated above the Contractor is responsible to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 and Part 40. If for any reason the Contractor's drug and alcohol testing program is determined to be non compliant with 49 CFR Part 655 or Part 40 and penalties are assessed by the FTA, any and all penalties shall be borne by the Contractor.

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

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

involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the “Fly America” Act and 49 U.S.C. Section 40118, “Use of United States of America Flag Carriers,” and 41 CFR Section 301-10.131 through 301-10.143.

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

26. CHANGE IN FEDERAL OR STATE LAW CONSIDERATION

In case of a change in federal or state law that will increase the costs of the prospective contractor significantly, the prospective contractor can request the consideration of amendment of the agreement. The prospective contractor will need to show to the board of the LTSA how the state or federal law change increased the cost significantly and provide the LTSA with a cost and price analyst. It will be up to the board of the LTSA to determine if the request by the prospective contractor is reasonable or not. If the request is determined reasonable by the board of the LTSA, LTSA staff and the prospective contractor can negotiate an amendment of the contract. Any change of contract will need approval from the California Department of Transportation to assure changes are compliant with state and federal law.

IV. SCOPE OF WORK

The LTSA is seeking a qualified Contractor to: 1.) provide the LTSA with the operation of a fixed City Route (*City of Susanville*), Commuter Bus Routes, Demand Response Route, Dial-a-Ride, and Special transit services when requested as set forth in Exhibit A attached hereto and by reference incorporated herein and made a part hereof, and; 2.) provide the LTSA the operation of door-to-door Paratransit service as set forth in Exhibit A attached hereto and by reference incorporated herein and made a part hereof.

The maximum escort service under Exhibit A, includes providing assistance to a passenger from the bus to the actual on-site (*curb*) location of their destination. In no case will the service include a driver entering a passenger's residence.

The Contractor is expected to provide all materials, services, supplies, and equipment requested and required to provide the demand responsive services described and requested herein.

The work activities described below are to be performed by the Contractor unless specifically noted to the contrary.

A. LTSA RESPONSIBILITIES

1. System Planning and Administration

The LTSA shall be responsible for all planning and coordination activities relative to its services, service areas, schedules, days and hours of operation, preparation of planning documents, budgets, grant applications and related documentation and other such activities to overall system administration.

2. System Operation

The LTSA will provide the following services in support of the system operation:

- Facility (*office, maintenance, dispatch*)
- Major facility repair work over \$500.00
- Fuel (Except for maintenance vehicle and transit van vehicle when not used in regular service)
- Utilities (Electricity, Gas, Water, garbage and recycle)
- Engine, Transmission, Differential Overhaul/Replacement

3. Advertising, Promotion and Marketing

The LTSA shall be responsible for the promoting and marketing of the LRB.

4. Vehicles

The LTSA shall provide the list of vehicles as shown in the table provided in the introduction of this RFP.

27. Schedules, Tickets and Service Brochures

The LTSA will budget funds, subject to availability, for the purpose of marketing and promoting the LRB. This funding will be used to prepare, print, and provide all necessary schedules, passes, tickets, transfers, service brochures and like materials required by LRB operations.

28. Notification of Service Changes

Should the LTSA elect to modify the operational practices of the LRB, LTSA shall, subject to any applicable competitive bidding requirements, confer with Contractor as to the most appropriate level and description of services and shall adopt an appropriately altered Scope of Work document.

B. CONTRACTOR'S RESPONSIBILITIES

1. System Planning and Administration

Contractor will be available to serve in an advisory capacity to the LTSA in matters pertaining to system operation, preparation of planning documents, budgets, and grant applications. Contractor will provide LTSA with all statistical and operational data at any time, upon LTSA request. Upon request of the LTSA, Contractor will utilize its resources to provide the LTSA with planning information and prepare reports/policies & procedures for dissemination/adoption at LTSA meetings.

2. System Operation

The Contractor will provide the following services in support of the system operation:

- Facility Upkeep (Janitorial)
- All maintenance, upkeep and cleaning of system bus shelters, benches, trash receptacles, map boards, and all other transit system amenities, etc. at least once a week and incl. snow removal as soon as possible on affected days
- All maintenance, upkeep, and proper placement of LTSA supplied bus stop signs, posts, etc.
- Minor facility/office repair work less than \$500.00 including monthly replacement of HVAC system filters.
- All vehicle repair work set forth in Section IV, E
- All Maintenance, Management, Drivers, and Support Staff to

effectively operate the LRB.

- All maintenance of the Automated Bus Wash Facility as prescribed by manufacturer and the LTSA. LTSA shall pay cost for all replacement parts and may choose to make an annually inspection available.
 - All other activities not specifically listed as LTSA responsibilities in Section A that are necessary to effectively operate the LRB.
3. Contractor shall maintain a daily 90 percent “ON-Time Performance Standard” on all fixed and commuter routes except when travel is impeded by traffic or weather conditions. “On-time” is defined as not early and not more than five minutes late. All “First Stop” times will be listed as time of departure from the first stop scheduled for the route. All “Last Stop” times will be listed as arrival time at the last stop scheduled for the route.
 4. Contractor shall maintain a minimum of 100,000 miles traveled between preventable collision accidents.
 5. Contractor shall continually monitor the LRB Public Transit Services operations, facilities and equipment and shall, from time-to-time and as warranted, advise the LTSA and make recommendations to it upon observed deficiencies and needed improvements. LTSA shall retain all authority, however, to make determinations and to take action on such recommendations.
 6. Advertising, Promotion, Marketing, and Public Notices

Contractor shall upon LTSA approval, prepare, place, and schedule all advertising and promotional materials designed to inform patrons of services and to promote ridership. Contractor shall be available to serve in an advisory capacity to the LTSA in matters pertaining to the advertising, promotion, and marketing of the LRB. Contractor shall be responsible to notify the riding public of upcoming service disruptions due to holidays at a minimum of one week in advance of the upcoming holiday by way of signage on the buses and notification to the local media in a Public Service Announcement format. All notices prepared by Contractor must receive prior review and subsequent approval from the LTSA before placement for public informational purposes.
 7. Vehicles

Contractor shall be responsible for the maintenance of all LTSA vehicles specified in this Scope of Work. The extent of the Contractor’s maintenance responsibilities, as detailed in Section E, will include a preventative maintenance program as well as most

vehicle repairs.

Contractor shall be responsible for the fueling and cleaning of all LTSA vehicles specified in this Scope of Work. The Contractor shall fuel the vehicles at a location directed by the LTSA. Contractor will ensure all vehicles are completely topped with fuel at the end of each route run. These vehicles could be requested for major evacuation purposes at any time so it is imperative fleet is always “at the ready” should emergency services be necessary.

In the event that the LTSA provides Contractor with additional buses and/or equipment at future times, Contractor shall acknowledge receipt of such additional items upon their delivery to it. Upon termination of Agreement, Contractor shall return all LTSA-owned equipment to the LTSA, with no deferred maintenance and repair or damage, less reasonable wear and tear.

Further, CONTRACTOR shall take into consideration that the LRB fleet is subject to change during the contract period and should consider insurance rates potentially fluctuating as the fleet expands or contracts. Therefore, the LTSA reserves the right to renegotiate the agreement if new vehicles are introduced to the current fleet during the contract period.

8. Schedules, Tickets and Service Brochures

Contractor shall distribute and disseminate all necessary schedules, passes, tickets, transfers, service brochures and like materials required by LRB operations, in accordance with the provisions of this Agreement and any directions supplemental thereto provided by the LTSA.

9. Notification of Service Changes

Should LTSA elect to modify the operational practices of the LRB, Contractor shall cooperate with LTSA as to the most appropriate level and description of services and shall adopt an appropriately altered Scope of Work document.

10. Option Years Pricing

The LTSA at its sole discretion may extend this agreement for up to two option periods of two years each for a maximum contract term, including the initial term, of nine years. The LTSA shall notify CONTRACTOR of the decision to exercise an optional term on or before April 1, 2026 for the initial two year option and by April 1, 2028 for the second option term.

11. General

The Contractor will act in the capacity of an independent Contractor and will provide management, technical and operating personnel, services, software use and training, equipment and facilities (*if not provided by the LTSA*) necessary for the operation of LTSA LRB public transit services.

The LTSA currently has a 5 year contract, ending in August 2023 with ETA Transit System for GPS tracking and monitoring software. Contractor shall provide training or accept training from LTSA staff at Contractors expense.

Contractor shall operate the system in compliance with LTSA operating policies, local, state, and federal ordinances, laws, and regulations applicable to this service. Contractor will operate system and maintain fleet in accordance with the usual transit industry procedures and standards or as otherwise provided herein and in the proposal.

The Contractor shall also provide the LTSA with technical assistance and consultation in such matters as operating policies, marketing, funding, and coordination with other transit providers at no additional charge to the LTSA.

The LTSA shall establish policies for operation of the transit system(s) and shall monitor the performance of the Contractor. LTSA shall apply for funds from local, state and federal sources. Where applicable, and subject to consultation and approval by LTSA, Contractor shall also apply for such local, state and federal funds that may be available to support the project. Contractor will report to the LTSA and will make recommendations as to changes to improve LTSA's LRB public transit service. Contractor may not make any changes which affect the quantity, quality, efficiency, safety, or nature of the Paratransit service without obtaining LTSA's written permission.

The following is a description of the services required:

The LRB transit service programs being proposed through this RFP are currently in operation. The current services are provided by the LTSA through contract with Paratransit Services, Inc. Because there is an already existing transportation program, the LTSA requires a fully detailed transportation services implementation plan be included with each proposal. This plan shall address at a minimum the activities and procedures that will be followed to ensure a smooth transition between the existing LTSA transit service programs and the service to be operated by the Contractor. The

plan should also address the approach the Contractor intends to pursue with existing employees and volunteers currently operating the LRB transit programs. The plan should also document recruitment and training schedules, acquisition of necessary equipment permits and licenses and any other activities necessary to implement a successful transit program.

The LTSA may wish to adjust the system(s) at some future date. Modifications may include but not be limited to: increasing or decreasing service hours and/or days; change bus stop locations or schedules; adding a second city route; or switching service hours and equipment between modes. An adjustment of annual vehicle service hours within an increase or decrease of up to twenty (20) percent of the estimated service hours, including adjustments to the required span of service, will not constitute a change as defined in the agreement, but any such shift or change shall only occur at the direction of the AGENCY.

A possible increase of vehicle service hours could be through increased demand on specific routes, e.g. increase of commuters, or the unmet need process which might require to increase a reasonable unmet need for transit that is currently not met. A possible decrease of vehicle service hours could be through a decreased demand on specific routes which effects the productivity standards set in section T of this RFP.

C. FACILITIES, EQUIPMENT, AND SUPPLIES

Contractor shall maintain and operate the LRB office facility with the highest degree of professionalism and cleanliness. Contractor shall subcontract to provide daily janitorial service to insure office facility is kept clean including regular carpet/vinyl flooring cleaning and if appropriate shampooing/waxing, regular window washing and daily bathroom cleaning. Contractor shall keep all bathroom supplies full for regular use by employees and the general public. Janitorial records shall be kept of the regular daily (*and any special additional cleaning that is conducted*), and will be submitted upon request to the LTSA. No cooking inside the facility will be allowed except for heating of individual employee/staff lunches by way of non LTSA supplied microwave.

All Contractor staff/employees shall park only in parking areas designated for staff/employees. At no time will staff/employees be allowed parking privileges in the immediate location at the front of the office facility. These parking locations are exclusively for use by the general public.

The Contractor shall provide all tools, equipment, tires, oil and

lubricants, batteries, parts, cleaning supplies, office supplies, office equipment, radio base station and mobile units and such other items or materials required to professionally operate the LTSA LRB services. An inventory of tools and equipment currently owned by the LTSA is available for reference. These items will be available for use in the continued operation of the LRB. Those items purchased by Contractor and paid for by the LTSA will become property of the LTSA. The LTSA reserves the right to review all purchases before purchases are made.

The LTSA at the time of start-up will provide eleven (11) buses with wheelchair lifts, one (1) transit van with wheelchair lift and one (1) service vehicle. In addition there is one (1) 2010 Ford Explorer (used by LTSA staff only) which should be included under the maintenance part of a possible agreement. These vehicles are provided in "as is" condition. Service records will be available for review and inspection by prospective Contractors. If these vehicles are, for any reason, not available for service during the term of this contract the Contractor shall be responsible for arranging suitable replacement or back-up vehicles during the remaining term of the Agreement. All replacement or back-up vehicle plans must be pre-approved by the LTSA before proceeding with any replacement of vehicles.

During the term of this Agreement, including any extension period, the LTSA shall have the option to require additional vehicles to those initially supplied by the Contractor in order to meet the service criteria defined herein. The cost for additional vehicles shall be negotiated and agreed upon by the LTSA and Contractor. If the Contractor cannot, or elects not to, provide additional equipment or if the cost cannot be agreed upon, the LTSA reserves the option to arrange for equipment from other sources. Notwithstanding the above, Contractor will be responsible for additional vehicles required to meet the specifications of this RFP. Title to the vehicles being supplied by the LTSA shall remain in the name of the LTSA.

The LTSA-supplied equipment made available to the Contractor is provided for use exclusively for LRB services and shall not be used for any other purpose. Contractor shall account to the LTSA for the location and status of all LTSA-provided items. Upon completion or termination of this Agreement, Contractor shall return the vehicles and other LTSA-provided items to the LTSA with no deferred maintenance, damage, graffiti and ready for use in regular revenue service less reasonable wear and tear.

Any hourly cost proposed should include the fully loaded costs including any necessary vehicle acquisition and or amortization cost. Contractor should consider the vehicle replacement schedule while determining an hourly cost proposal. The Contractor's proposal should also clearly indicate the savings to the LTSA if TDA, FTA or other public

funds are used to replace LTSA owned vehicles and equipment.

Contractor shall use the Lassen County radio frequency for the operation of the LTSA Transit System radio system. The County base station operates at 156.01500 MHZ and the repeater operates at 155.14500 MHZ. In the use of the County radio frequency, the Contractor must comply with the County policies and procedures for radio use. The Contractor should also recognize that this is a shared use frequency.

D. VEHICLE SCHEDULING AND DISPATCHING

Contractor shall utilize a systematic and up-to-date method to schedule and transport passengers using the LRB public transit service. The method should be capable of accommodating both advance reservations and requests for immediate service and of integrating all demand for service into efficient vehicle tours which maximize productivity and assure service quality to levels prescribed in this Scope of Work.

Up-to-date computer-assisted scheduling technique is required. Scheduling software should allow for proper reporting of, at a minimum, all requirements as outlined in Section K of this RFP.

Contractor shall provide an adequate number of persons and phone lines for LRB public transit service scheduling, and vehicle dispatching functions. These persons shall also be responsible for maintaining contact with all vehicles in service and for maintaining the daily dispatch log provided by Contractor and approved by the LTSA. Contractor shall maintain a complete record of the daily dispatch log and provide up-to-the-minute information if requested by the LTSA. Contractor shall submit a copy of the dispatch log monthly to the LTSA along with the monthly invoice.

E. MAINTENANCE AND EQUIPMENT

Contractor shall perform all major, minor and preventive maintenance and repair, at a minimum, in accordance with manufacturer's recommendations and the Preventive Maintenance Inspection (PMI) program included in the Contractor's proposal to the LTSA. The Contractor will not be responsible for costs associated with engine, transmission, or differential overhaul. Contractor shall obtain the warranty status for all vehicles. Contractor shall maintain a minimum of 40,000 miles between Road Calls. Road calls are defined as any time passenger service is interrupted more than five minutes due to

mechanical failure *(except for flat tires)*.

1. General

Contractor, at its sole cost and expense, shall provide all oil, lubricants, repairs, cleaning, tires, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement, with the necessary service facilities to provide the same, required for the operation of all equipment pursuant to this Agreement. Contractor shall be fully responsible for the safe and efficient maintenance of all vehicles, radios, fare boxes and all other LTSA-provided equipment to be used to perform this Agreement in strict conformity to all CHP regulations and orders. Contractor's duty and responsibility to so maintain all vehicles and equipment is not delegable to any person, firm or corporation.

All parts, materials, lubricants, fluids, oils and procedures used by Contractor on all LTSA owned coaches, vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All outside vendors, such as machine shops, component re-builders or accident repair shops, shall be fully authorized by the OEM to make repairs and utilize only parts, materials, lubricants, fluids, oils and procedures that meet or exceed OEM specifications and requirements.

Contractor shall maintain LTSA vehicles in a clean and neat condition at all times. Daily, weekly and monthly cleaning logs shall be kept by Contractor and submitted to the LTSA upon request.

2. Engine, Transmission, Differential Overhaul

Contractor shall be responsible for monitoring the condition and performance of vehicle engines, transmissions, and differentials so as to maximize useful life and avoid costly catastrophic failures, at no additional cost to LTSA. At a minimum, the Contractor's monitoring program shall consider miles accumulated; fuel, oil, transmission fluid, and differential oil consumption trends; loss of power; and erratic performance.

In addition, Contractor shall perform a laboratory analysis of engine oil, transmission fluid, and differential oil every four (4) months, or when necessary to assist in the diagnosis of a mechanical problem. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If Contractor determines that an engine, transmission or differential unit needs to be overhauled or replaced, Contractor shall notify LTSA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection,

LTSA may elect to proceed with recommended work.

3. Preventative Maintenance

Contractor's preventive maintenance program shall meet or exceed OEM specifications and requirements and approved Preventive Maintenance and Inspection schedule. Preventive maintenance inspections and repairs shall occur at or before the designated time or mileage intervals, whichever occurs first. Contractor's overall preventive maintenance program shall also be sufficient so as not to invalidate or lessen warranty coverage of LTSA-provided vehicles and equipment, including, but not limited to, radios and wheelchair lifts.

All lubrication and oil filter change intervals shall be performed in accordance with OEM specifications, requirements and the schedule provided in the Contractor's proposal to operate the LTSA LRB system. Modification of oil change intervals is subject to prior approval from LTSA. Such approval shall not be issued unless Contractor presents written evidence that warranty coverage will not be adversely impacted by modifying such change intervals.

Contractor guarantees that the preventive maintenance program will not invalidate or shorten warranty coverage provided by OEMs. Contractor shall be held financially liable to absorb expenses for all repairs which would have been covered under warranty had it not been invalidated by Contractor's actions.

Maintenance intervals shall at a minimum conform to manufactures maintenance recommendations for any and all buses and other vehicles in the LRB fleet. Refer to vehicle list for the vehicle type and mileage which will correlate to manufactures maintenance recommendations.

In the event that towing of any LTSA LRB vehicle is required due to mechanical failure or damage, Contractor shall be responsible to provide such towing at Contractor's expense.

Contractor shall prepare, maintain, make available to the LTSA, from software specifically designed for vehicle maintenance, records and data relative to vehicle and vehicle accessory maintenance and repair. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle.

All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of the LTSA to enable it to accurately evaluate Contractor's maintenance and repair performance and the operating expense associated with various

LTSA vehicles and equipment Records of all maintenance and repair and inspections shall be made available to the LTSA, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. LTSA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this Agreement and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this RFP. Such inspection shall not relieve the Contractor of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. Contractor shall transport any or all vehicles to any required inspection facilities when requested.

In the event that the Contractor is instructed by the LTSA or any other regulatory agency to remove any equipment from service due to mechanical reasons, Contractor shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

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

- Daily vehicle inspection and servicing checklists.
 - Repair orders and work orders.
 - Road call reports, or work orders, for each Road call identifying date and time, vehicle number, problem and mileage of vehicle.
 - Monthly summary to be attached to Contractor's invoice listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance and repair inspection, and vehicle road calls.
 - Semi-annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date maintenance and repair cost and cost per mile; route service total road calls and miles per Road call; demand response total road calls and miles per Road call; major component overhauls, rebuilds and replacements by vehicle; and Contractor's summary of components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.
4. LTSA retains the right to pull any LTSA (LRB) owned vehicle at any time for inspection for any reason.

5. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
6. Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.
7. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Repairs (*including body, glass and all vehicle appurtenances*) shall be made expeditiously. The equipment shall be maintained inside and out, in what would be considered a class one condition at all times. This means proper painting, proper signage, clean windows, with special attention given to wheels and tires.

Any visible body damage to fleet equipment from 8 feet away will be repaired at Contractor's expense, within twenty-one (21) days. The repair of fleet body damage shall be a priority for the Contractor.
8. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and working condition at all times.
9. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
10. Heating and air conditioning (A/C) systems shall be installed, maintained and used to ensure that the passenger compartment is comfortably maintained under all climatic conditions at all times on all in-service runs. Thorough A/C inspections and repairs shall be executed and completed on all vehicles no later than May 1st of each year. Contractor shall maintain the A/C systems in a state of operating condition throughout the entire year. Contractor shall provide to the LTSA a status report of the condition of the bus A/C systems by May 10th of each year. Contractor shall provide to the LTSA a status report of the condition of all bus heating systems by October 10th of each year.
11. Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti and other damage shall be repaired in a professional manner immediately upon their discovery. Any damage to seat upholstery shall be repaired immediately upon discovery. Contractor shall replace seat covers which are worn or cannot be professionally repaired or cleaned sufficiently to remove any spotting/soiled marks etc., using materials which are identical in design and color as those materials being replaced. Stanchions shall be maintained in proper operating condition at all times. Any damage to stanchions shall be repaired immediately upon discovery. Contractor shall replace stanchions which cannot be professionally

repaired, using materials which are identical in design and color as those materials being replaced.

12. All equipment shall be reasonably clean throughout both inside and out prior to each service run. The exteriors of each vehicle will be washed once per week (in the interest of water conservation), or more often as necessary or permitted and shall include the bus body, all exterior windows and wheels. The interior will be swept daily and mopped twice per week. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility. Interior windows and stanchions shall be washed twice per week, or more often as necessary, on all vehicles. All stanchions shall be wiped down regularly or as required by LTSA using disinfectant type wipes. If disinfectant dispensers are installed on vehicles Contractor shall insure that they are properly filled and usable at all times. Driver and passenger windows shall be kept clean at all times. Ceilings and walls shall be thoroughly cleaned at least twice per month, or more often as necessary, on all vehicles. Removal of any minor stains on passenger seats will be done twice weekly. A vehicle that experiences a major stain will be removed from service as soon as possible and repaired/cleaned before re-entering service. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance. Contractor shall clean all wheels at least once per week. Contractor shall apply waxing agent to the rear exterior of all rear engine diesel buses monthly to aid in the removal of exhaust build-up during the regular washing of the buses. Daily documentation of all cleaning elements, including waxing, conducted on the fleet shall be kept and submitted to the LTSA upon request.

Vehicles shall be kept free of insects and vermin at all times. Contractor shall exterminate all insects and vermin from all vehicles immediately upon their discovery, utilizing materials which are safe and not noxious to passengers.

Interiors shall be dusted and swept, with trash removed, on a daily basis, or more often as necessary, on all vehicles used in service that day.

13. All LTSA owned vehicles, for the purpose of LRB, are to be fueled at Ed Staub Energy, Inc., or other source designated by the LTSA, with the established "Key-Card" system. LTSA shall be responsible for the payment of "Key-Card" purchased fuel. Vehicles provided by the LTSA are to be used for GM Administrative uses, and/or meetings

with the LTSA staff and shall not be used for lunch breaks by contractor employees unless fuel use is paid for by contractor.

14. Contractor shall be responsible to comply with the California Air Resources Board (CARB) requirements and meet all applicable vehicle emissions standards. Contractor shall also notify the LTSA of any issues related to CARB requirements that the LTSA may not be aware of and shall work with the LTSA to ensure compliancy with these requirements.
15. Contractor shall notify the LTSA and conform to all instructions and make all corrections required by the CHP and other applicable regulatory agencies regarding use and maintenance of vehicles. It is understood that all California Highway Patrol (CHP) Inspections will receive a satisfactory rating.
16. If Contractor should provide vehicles to put into LTSA LRB service, the color schemes and pattern designs for the vehicles shall be compatible with LTSA-provided vehicles. The use of other than LTSA-provided vehicles in service is subject to approval from the LTSA Transportation Planner on a case-by-case basis. All vehicles must be readily identifiable as part of the transit system. Patterns, designs and colors shall be identical insofar as possible, depending on the design configuration of the vehicle.

All vehicles provided by Contractor shall be capable of traveling at the speed of 65 miles per hour on a level road while fully loaded. A "fully loaded vehicle" shall mean that such vehicle contains a full complement of passengers, fuel, oil, and water. All vehicles provided by Contractor shall be equipped with the appropriate system logo (*to be designated by the LTSA and furnished by Contractor*) and any signs approved by the LTSA mounted on the vehicle. All signs shall be similar to, or better than, those in use on LTSA-provided vehicle. Legends and numbers shall be professionally made and clearly visible during the day or night. All vehicles shall have an individual identification number. The LTSA LRB logo shall be covered or removed from Contractor-provided vehicles when they are used for any purpose other than performance of this Agreement.

17. Contractor shall establish and maintain an on-going spare parts inventory sufficient to permit that peak hour vehicle requirements are met at all times.

F. AUTOMATED BUS WASH FACILITY

Contractor shall be responsible to schedule and utilize Contractor's

maintenance personnel to service and repair the bus wash facility in accordance with the manufacturer's recommendations.

1. Contractor will ensure that maintenance personnel are adequately trained to properly maintain and repair the bus wash facility and keep records of all work performed as specified by the manufacturer and the LTSA.
2. To help prevent the bus wash system from freezing, when ambient outdoor temperatures are forecasted below 32 degrees Fahrenheit, Contractor will inspect bus wash daily to ensure that heaters are functioning and thermostats are set at a temperature specified by the LTSA.
3. The Contractor is to inspect and ensure the bus wash facility is reasonably clean both inside and outside the facility. Loose debris is to be removed and disposed of. In addition, Contractor shall remove monthly, accumulated sand, road cinders, brush particles, etc, from the central drain pit during the months of November, December, January, February, March, April, and May to maintain the clean water recirculation system.
4. The Contractor is to ensure the interior floor of the bus wash is cleaned at least monthly from all accumulated debris such as sand, road cinders, rotating brush particles, etc.
5. All items not specifically necessary for the operation of the bus wash are not allowed and are to be stored elsewhere.
6. Upon notice of any damage to components or in-operation of the bus wash system, the Contractor shall immediately notify the LTSA.
7. The Contractor is required to perform preventative maintenance as recommended by the manufacturer, and provide to the LTSA daily, weekly monthly, semi-annual, and annual lubrication and maintenance schedule reports as required by the system manufacturer. These reports shall be delivered to the LTSA upon request.
8. The LTSA shall be responsible for all costs of parts for the continued operation of the bus wash system.
9. Contractor will be responsible for the purchase of all washing and rinsing solutions required to operate the automated bus washing system.
10. Contractor is responsible for the scheduling and cost associated with the pumping and removal of gray water tank as needed. Contractor is required to notify LTSA of each pumping of gray water tank.

G. PERSONNEL, REPLACEMENT AND LIAISON

Unless provided by the LTSA, the Contractor shall provide all management, drivers, dispatchers, mechanics, maintenance clerk, vehicle garage workers, cleaners, service workers, telephone information operators, road supervision and such other personnel necessary to responsibly operate the County transit system, including any required on-board security or supervision.

Contractor will recruit, screen, hire, discipline and train personnel as necessary; conduct monthly safety and other related employee meetings as necessary; and perform liaison activities with the LTSA and other agencies related to execution of this contract. A copy of employee benefits, work rules, and union contracts shall be provided to the LTSA. Contractor shall meet and coordinate with the LTSA on a frequent basis, not less than once a week. Contractor shall supervise all drivers to the end that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately. The minimum starting wage for employees should be \$17.00 per hour with the start of the contract. All employees shall be considered for a pay increase once a year similar to the general increase of the fixed hourly rate of the agreement, upon completion of one (1) year satisfactory service as documented with an employee evaluation performance review, other pay increase schedules may be considered, but are subject to LTSA approval.

Contractor shall take all steps necessary to ensure that all employees and any subcontractors are authorized to work in the U.S. as required by the Immigration Reform and Control Act of 1986.

Contractor shall attend the periodic meetings of the Lassen Transit Service Agency, and shall report to the LTSA the current status of the transit system. Contractor shall also attend other Lassen County Transportation Commission and all LTSA committee meetings upon request.

Contractor will also attend meetings with user groups or agencies as required and upon request of the LTSA.

Contractor will be responsible for making presentations to community organizations concerning the LTSA on its marketing activities.

H. DRIVER TRAINING

Contractor shall provide full training for Contractor's drivers. The training shall be a minimum of 80 hours per employee, of which at

least 30 shall be behind the wheel. This training must be completed before a driver can enter unsupervised passenger service. All Contractor employees, including dispatchers and supervisor will be trained and certified as drivers. Such training shall meet all requirements of the State of California. A detailed description of Contractor's proposed training program shall be submitted with their proposal and will be subject to approval by the LTSA. The Contractors training plan shall provide a minimum of 10 hours of annual refresher training per driver. The training plan may be structured to allow for less than 80 hours of training to new employees with previous transit experience who hold a current California Commercial license and medical certificate.

Contractor shall conduct classroom training in at least the following area: Multi-media first aid training, cardio-pulmonary resuscitation (CPR), National Safety Council (*or approved equivalent*) Defensive Driving course (DDC), sensitivity/empathy training, emergency and accident procedures, and wheelchair loading and securement procedures.

The LTSA and the LRB are deeply committed to the provision of quality transportation services to its elderly, disabled, and general public residents. All paratransit services will be provided on a door-to-door basis.

Contractor will have all drivers obtain a commercial license as required by law and certification in CPR and first aid. All Contractors' employees must pass a pre-employment physical examination, paid for by Contractor, prior to start of training. All Contractors' drivers shall be subject to a pre-employment background check and review of DMV records.

If the Proposer intends to use volunteer drivers, they must be fully licensed to meet the requirements of the State of California for the type of vehicle and service they operate. Volunteers will be subject to the same training standards, pre-employment physicals, and drug testing requirements as paid drivers.

Drivers will be trained by a trainer or trainers who are certified by the National Safety Council (*or other approved agency*) to instruct the DDC course; and are certified either the American Heart Association or Red Cross (*or another approved agency*) to instruct the drivers in Red Cross and CPR. Contractor shall certify their trainer in sensitivity training, emergency and accident procedures, and wheelchair loading and securement procedures.

Contractor shall provide LTSA with a list of drivers prior to start-up and shall update said list monthly. Contractor shall not place a driver into service without completing the training program specified above. Failure to comply with this section could result in termination of the

Agreement.

Contractor shall require all drivers to attend a monthly safety meeting, which shall be a minimum of one hour in duration. Minutes shall be taken at each safety meeting and a copy shall be distributed to the County.

I. ROAD SUPERVISION

Contractor will demonstrate how road supervision will be provided. Road supervision will include, but not be limited to, quarterly route rides with all drivers. Contractor shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service. The road supervisor may also be called upon to assist in special events. Contractor shall provide "On-Time Reports" to the LTSA quarterly when submitting the January, April, July, and October invoices. Contractor shall provide quarterly written reports on observations of road supervision activities and measures taken to provide for corrective action(s), if any.

J. MARKETING AND PROMOTION

LTSA shall approve and budget funds to be used for all advertising and promotion. Additionally, LTSA may provide materials for distribution by Contractor. Contractor shall distribute brochures and other material as directed by LTSA.

Contractor shall promote the service as the operating agent for the LRB public transit service.

Contractor shall, under the direction of the Lassen County Transportation Project Manager, on a quarterly basis (*January, April, July and October*), contact private and non-profit community agencies and local governing bodies to promote interest in the services of the LRB. These contacts shall include, but not be limited to: speaking engagements; public service announcements, and press releases.

K. REPORTING AND RECORD KEEPING

Contractor shall collect various data on the operation of the transit system and supply the data to the LTSA on a monthly basis. All such information supplied by Contractor shall be certified as accurate.

Contractor shall collect record and report the following information in a format designated by the LTSA, at a minimum, on a daily basis:

- * Ridership by service type,
- * vehicle breakdowns,
- * vehicle revenue miles,

- * vehicle total miles,
- * vehicle fuel consumption,
- * vehicle service hours (*by vehicle and by day*),
- * missed trips, detailing cause,
- * complaints and compliments,
- * passengers by vehicle and service type, divided into passenger classification categories (*e.g. elderly, disabled, etc.*),
- * revenue by vehicle,
- * passenger travel time,
- * vehicle and passenger accidents,
- * problems and solutions,
- * vehicle maintenance summarized by vehicle, including monthly cost of maintaining each individual vehicle broken down into labor, parts, fuel, oil and other expense categories,
- * employee training and turnover,
- * pertinent critiques and evaluation of system and service, and
- * service requests refused.

In addition, Contractor shall supply copies of all maintenance shop work orders (*separated by vehicle number*) indicating the nature of the vehicle repair, the solution to the repair, list of parts required to complete repair, and actual mechanic hours spent to undertake and complete repair. These copies of mechanic repair orders must be presented along with the monthly invoice for operation of the LRB by Contractor no later than the 10th day of the following month.

This data shall be compiled in a monthly report to be submitted to the LTSA. All monthly reports are due no later than the 10th day of the following month. All original data shall be maintained by the Contractor for at least four years.

The Contractor shall prepare a monthly report summarizing the data collected daily. Contractor shall submit typed report to the LTSA by the 10th day of the following month. The format of the report is subject to LTSA's approval.

In addition to the monthly reporting the Contractor shall supply any and all reports necessary to comply with requirements of the LTSA, and other State, Federal or local authorities. These reports will include but not be limited to all required California Transportation Development Act and Federal Transportation Administration reporting requirements.

Contractors shall also provide the LTSA with written copies of accident reports, (*within one business day for injury accidents, three business days for non-injury accidents, with immediate telephone notification of all injury accidents*) and CHP Safety Compliance Reports (*within two business days after CHP submission to Contractor*).

LTSA may periodically conduct surveys of ridership during the term of

the Agreement. These surveys will determine matters such as socioeconomic, ridership and fare-type characteristics of system users. Contractor shall cooperate in the conduct of all surveys, including having its in-service drivers participate, where operationally possible, at no additional charge to the LTSA.

Contractor agrees that all information required to be furnished by this Agreement shall be free from proprietary restrictions. Contractor further agrees that all such data is public and in the public domain.

Contractor shall maintain accurate and complete books, records, data and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code, and as required by LTSA and Lassen County.

Such records shall be kept in such detail and form so as to meet applicable local, state and federal requirements.

A complete and separate set of books, accounts, and/or records shall be maintained by Contractor, which records shall show details of all transactions pertaining to the management, bookkeeping, maintenance and operation of only this system under the terms of this Agreement. System transactions shall not be co-mingled with Contractor's other operations, if any. Contractor's records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this Agreement are in fact due to operations pursuant to this Agreement and not due to separate charter operations by Contractor.

Contractor shall keep and maintain (*separated by vehicle*) all work orders, warranty dockets and maintenance records on LTSA and Contractor provided vehicles and equipment until this Agreement is terminated, releasing all such documents to the LTSA upon request and upon termination of this Agreement.

The LTSA and its authorized agents, LCTC, Lassen County, Caltrans, FTA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, bookkeeping records, check registers and records of the Contractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription of Contractor's files. Contractor shall maintain all these records for a period of at least four (4) years following contract closeout to allow for audits, examinations, excerpts and transcriptions of Contractor's files.

L. INSURANCE

During the periods of service under this Agreement, the Contractor, at its sole cost and expense, shall procure and maintain in full force and

effect during the term of the Agreement, insurance policies in the amount of Ten million dollars (\$10,000,000) combined single limit bodily injury and property damage. Such insurance shall name the LTSA, the County of Lassen, the Lassen County Transportation Commission and the City of Susanville and their officers, employees, elected officials and members of boards or commissions as additional insured parties. Coverage must include premise coverage, comprehensive general liability including automobile liability and physical damage coverage, garage and garage-keepers liability, contractual liability, property damage, and personal injury liability. Contractor shall be responsible for any deductible.

Contractor shall file and maintain the required certificate of the LRB insurance policy with the LTSA at all times during the term of this contract. The certificate is to be filed prior to the effective date of this contract. Such policy or policies shall provide that they may not be cancelled without at least thirty (30) days written notice to LTSA. CONTRACTOR shall obtain and maintain at all times during the term of this contract Workers' Compensation and Employers' Liability Insurance as required by the laws of the State of California showing proof of such coverage. All required insurance policies shall not be cancelled or materially changed without a thirty (30) day prior written notice to the LTSA.

In addition, CONTRACTOR shall procure and maintain a blanket employee fidelity bond in the amount of \$10,000 as protection against theft by a CONTRACTOR employee.

Cyber Liability Coverage

Cyber liability covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering or in connection with the services provided under this agreement, with a minimum limit of \$1,000,000 for each and every claim and in the aggregate. Coverage to include protection for liability arising from: (i) breaches of security; (ii) violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and (iii) data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. Such insurance must address all of the foregoing without limitation if caused by any Sub-Vendor Personnel in performing Services under the Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

M. TELEPHONE INFORMATION SERVICE

Contractor shall provide customer information service to the public during all hours of system operation; Monday through Friday from 7:00 a.m. to 8:00 p.m. Contractor shall install and maintain at Contractor's expense one telephone line and one local telephone line covering the entire LRB service area, dedicated to LRB public transportation services.

These lines shall be used solely for the purpose of providing customer information and those activities required under the Scope of Work in this RFP, and shall not be used by the Contractor for any other purpose. Customers receiving a "busy signal" signifying the line is in use will be provided recorded information at the expense of Contractor. Recorded information content to be determined between Contractor and the LTSA.

Upon termination of the Agreement, Contractor shall release such phone numbers to the LTSA.

During normal system operating hours, the Contractor shall provide information operators who are knowledgeable of time schedules, routes and services of LTSA and all other systems within the LTSA operating area as is necessary to answer customer information telephones in a courteous, timely and professional fashion.

During all other times, Contractor shall utilize a Contractor-provided telephone answering system, approved by the LTSA, to announce LRB transit service information. Recorded information content to be coordinated between the LTSA and Contractor.

N. FARE BOX REVENUE

Contractor's drivers shall collect fares as established by the LTSA and maintain an accurate count of all boarding passengers by fare category. Drivers will be required to honor special passes, collect, cancel and/or validate passes and issue/collect transfers as determined by the LTSA. Drivers shall verify all fare amounts including cash fares deposited in farebox but will not handle money. Contractor is responsible for the accurate collection of the LRB fares. Contractor shall assure that each patron pays the appropriate fare prior to being provided transportation service.

All farebox revenues collected by CONTRACTOR are the property of the LTSA. CONTRACTOR shall assure that each transit patron pays the appropriate fare prior to being provided transportation. CONTRACTOR shall establish a fare collection/accounting procedure including control and security measures. CONTRACTOR shall maintain an accurate, legible count of all boarding passengers by fare category onto the daily LRB Driver Manifest (Exhibit D). CONTRACTOR will count and

reconcile fares collected against the driver manifests of passenger trips for the previous day's operation. All farebox revenue shall be counted while at least two CONTRACTOR employees are present. CONTRACTOR shall indicate the total fares collected for the day by individual routes on the LRB Farebox Tally Sheet (Exhibit E). CONTRACTOR shall remove all fares from every revenue vehicle on a nightly basis. At no time will fares be left in a vehicle overnight. Farebox Revenue includes, but is not limited to, all fares and the proceeds from the sale of tickets and passes. CONTRACTOR shall deliver to the LTSA, the LRB Farebox Tally Sheet with the Driver Manifests on monthly basis. The LTSA reserves the right to oversee money counting activities, independently count revenues or otherwise verify the fares collected. CONTRACTOR will submit daily reconciliation reports to the LTSA of revenue collection and passenger numbers on a weekly basis. All overages and shortages of monthly farebox totals shall be indicated on the Monthly Farebox Reconciliation sheet on which there will be kept a running total by month of overages/shortages. At the end of each month, the total shortages and overages for the current month shall be indicated on the Farebox Reconciliation sheet and subtracted from the monthly invoice amount. Shortages and overages shall be separate line items on the invoices and shall not be included as part of the bus fares. The LTSA shall require CONTRACTOR to maintain a 98% recovery of daily farebox based on passenger counts and anticipated amounts due.

O. LICENSES AND TRAFFIC VIOLATIONS

Lassen County shall provide and maintain licenses for the radio system. Contractor shall be responsible for any locally required business or other licenses including Public Utilities Commission certificates as required and necessary. Contractor shall also be solely responsible for any parking and traffic violations of vehicles operated in connection with LRB public transit program. If notice of violation in a LTSA owned vehicle is received by the LTSA, LTSA may pay for said violation and deduct the amount paid from future payments to Contractor.

P. UNIFORMS

Contractor shall provide and maintain clean, identical uniforms for all drivers and shall enforce a dress and appearance code, subject to approval from the LTSA. At a minimum, dress requirements shall include: shirts, slacks, jackets (*for use in cold rainy weather*), identification tags and LTSA specified logo.

Q. SAFETY AND SECURITY

Contractor shall be responsible for safety and security of passengers during operations and for all related equipment and facilities.

Contractor shall include specific procedures in the proposal which define the safety and security program for LRB services. Safety and organizational meetings shall be held with all employees at least once per month.

Contractor shall report all hazardous conditions (*e.g., trees, signs, slides, etc.*) in the service area to the LTSA and any other appropriate authority and take necessary precautions to safeguard passengers and personnel.

Contractor shall comply with all California Highway Patrol and OSHA requirements. Contractor shall not permit drivers to bear arms of any type while operating a vehicle under this contract.

R. MANAGEMENT

Contractor will manage the day-to-day operation in accordance with the adopted operations plan and good management practices.

Management of day-to-day operations of the system will be vested in full-time local General Manager who will be experienced in all aspects of public transit operations. The person serving as General Manager shall be approved by the LTSA and shall not perform any other duties, without the LTSA's approval, for Contractor, being solely dedicated to management and operation of LTSA's LRB public transit operations.

The General Manager understands that the operation of the LRB takes precedence over any corporate activity of Contractor.

In addition, a responsible senior executive employee of Contractor, (*i.e., VP, RVP, etc.*), will be available at all times, either by phone or in person at no additional charge to the LTSA, to make decisions or provide coordination as necessary. This senior executive must be authorized to act County-wide on behalf of Contractor.

In the event that the General Manager must be replaced, such replacement may be subject to the prior approval of the LTSA.

The above individuals will be responsible for managing and monitoring all aspects of the system operation, maintenance, repair, supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel, and Contract administration. The General Manager and Contractor shall supply to the LTSA a 24-hour emergency telephone number at which General Manager or Contractor can be reached.

Contractor shall seek out and implement methods of improving system operations, service and cost effectiveness along with improvements to correct deficiencies and substandard performance. Results will be

reported to the LTSA via the monthly activity report or direct memo along with any corrective actions which have been taken. Contractor shall review and comment on plans, equipment purchases, operative changes, and related proposals of the LTSA.

S. EMPLOYEE WORK RULES

The following employee rules shall be enforced by the Contractor:

1. Uniforms:
 - a. Must be worn at all times when on duty.
 - b. Shall be clean and presentable at all times.
 - c. Uniform designs, colors and ID tags subject to LTSA approval.
2. Gratuities:
 - a. Shall NOT be accepted.
 - b. All cash shall go into fare box without being handled by the driver, unless required by the passenger's disability.
3. Knowledge of Services and Service Area:
 - a. Drivers shall have a thorough knowledge of all LRB public transit services and the entire service area.
 - b. Drivers shall also have a thorough understanding of transfer locations for all County and City routes and services.
4. General Rules:
 - a. No one will be permitted to smoke, including e-cigs, eat or drink aboard vehicles at any time.
 - b. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.
 - c. While in uniform, no employee shall purchase, consume or be under the influence of any narcotic, intoxicant, or harmful drug.
 - d. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
 - e. All employees are responsible for reporting any defects a vehicle may have to the supervisor and maintenance department immediately. Drivers shall conduct a "walk-around" inspection of their vehicle and fill out a "Daily Vehicle Inspection" sheet. Drivers shall have maintenance personnel resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.
 - f. Employees may use vehicles only in accordance with their assigned duties.
 - g. Employees must conduct themselves and operate vehicles in a safe, efficient and courteous manner at all times.
 - h. No one shall be permitted to solicit on the vehicle.
 - i. No item longer than five (5) feet will be permitted on the vehicle and must be properly stored out of the aisles.

- j. All information regarding accidents shall be kept confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to Police, supervisory personnel, or other person(s) involved in the accident as required by law.
- k. Persons under the influence of drugs/alcohol shall not be permitted on the vehicle.
- l. Drivers providing service must travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the dispatcher or immediate supervisor and the LTSA shall be notified immediately. **Absolutely no run shall be cut short without subsequent notification/approval to/from the LTSA.**
- m. Drivers performing demand response service will provide the assistance necessary to help elderly and disabled persons boarding and departing vehicles, moving to their seat and or maneuvering and securing wheelchairs. Service is to be provided on a door-to-door basis as may be required by the needs of the individual passenger. **Under no circumstances will drivers be allowed to enter a passenger's residence.**
- n. No vehicle shall be operated when its condition is unsafe or uncertain.
- o. No driver shall operate the wheelchair lift:
 - a) Until he/she has received the required training; and/or
 - b) if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift.

Wheelchair lift operation shall be in compliance with the methodology recommended by the OEMs.

T. LRB SERVICES POLICIES, STANDARDS, PERFORMANCE MEASURES

The Contractor will be required to meet the following LRB public transit service policies and standards in the operation of the LRB service.

- 1. LRB Fixed Route, Deviated Fixed Route, Commuter Route, and Dial-a-Ride Service Standards
 - a. Performance:
 - 1. Demand responsive average pick-up time within 30 minutes of promised time, call-in, return trip pick-up response time not to exceed 30 minutes.
 - 2. Demand response average trip time not to exceed 30 minutes.
 - 3. Operate service with accidents at less than one per 24,000 miles.
 - 4. Vehicle breakdowns should not exceed one per 10,000 miles.
 - 5. Vehicle spare ratio shall be adequate to ensure that service will not be interrupted because of inadequate back-up

vehicles.

6. Absolutely no regularly scheduled bus route will run early at any time.
7. All regularly scheduled bus routes shall not be more than 5 minutes late unless the delays are caused from incidents out of control of Contractor. These acceptable delays may occur from road construction (*of which Contractor shall be obligated to inform the riding public of possible delays*), other road incidents which may cause unpredictable closures/delays such as accidents, fires, etc., weather delays. These delays must be clearly documented on driver manifest indicating time of incident/delay and time route resumed.
8. Delivery of monthly invoice and all required documentation electronically to the LTSA.

b. Productivity:

1. Passengers per vehicle revenue mile shall not fall below 0.30.
2. Passengers per vehicle revenue hour shall not fall below 2.0.
3. Vehicle service hours per employee shall not fall below 83.1.
4. Vehicle service hours per maintenance employee shall not fall below 249 hours.
5. Vehicle per maintenance employee shall not fall below 4.0.

These policies and standards are subject to change or modification by the LTSA at any time. Contractor will be consulted regarding the change prior to its final adoption.

Accidents per X miles is calculated by dividing the number of accidents in the reporting period by the number of vehicle service miles in that reporting period.

Vehicle breakdowns per X miles is calculated by dividing the number of breakdowns or road calls in the reporting period by the number of vehicle service miles in that reporting period.

The number of vehicles per mechanic is calculated by dividing the number of vehicles in the fleet by the number of mechanic employee equivalents. One full time employee equivalent equals 2000 hours per year.

Revenue vehicle hours per maintenance employee is calculated by dividing the number of annual vehicle service hours by the number of full time employee equivalents.

Passengers per vehicle service hour is calculated by dividing the number of passengers by the number of vehicle service hours in a reporting period.

U. PERFORMANCE PENALTIES

Any incident confirmed by driver manifests, and/or through LTSA staff investigations confirming any infraction of items in Section T, Item 1a. above, shall be penalized as set forth:

1st confirmed occurrence per month – Contractor shall be notified in writing.

2nd confirmed occurrence per month – Contractor shall be penalized 5% of next invoice.

3rd confirmed occurrence per month – Contractor shall be penalized 7½% of next invoice.

4th confirmed occurrence per month – Contractor shall be penalized 10% of next invoice.

In the event of confirmed occurrence(s) occurring during final month of LRB operations Fiscal Year, Contractor shall be penalized accordingly on the next submitted invoice.

In the event of confirmed occurrence(s) occurring during final month of LRB operations Agreement, Contractor shall be penalized accordingly by either the LTSA submitting an invoice to Contractor based on the previously submitted invoice, or if previously submitted invoice has not yet been paid, penalties shall be assessed before payment of the final invoice.

V. PERFORMANCE GUARANTEE

Contractor shall perform no services pursuant to this Agreement, nor be entitled to compensation therefore, unless and until Contractor submits a bond or other acceptable surety to the LTSA for use of the LTSA, such bond executed by Contractor and a surety company licensed to do business in the State of California, such bond in the amount of ten percent (10%) of the annual Agreement price, and which shall at all times be kept in full force and effect. The Condition of such bond shall be that Contractor shall fully and faithfully perform all conditions and covenants of this Agreement or that the face amount of such bond shall be forfeited to the LTSA. 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 the LTSA makes any demands for payment on the bond until the LTSA releases such claim. Provision of such bond or its equivalent, approved by the LTSA, is a material covenant of this Agreement. The LTSA shall not approve any security that is not unconditionally payable to the LTSA upon demand of the LTSA.

V. PROPOSAL FORMS

A. STATEMENT OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein. If proposer or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST <i>(Owner, partner, etc.)</i>

Attach additional sheets if necessary, by staple.

Attest by Authorized Official:

Print Name

Title

Street Address

City, State, Zip

Signature

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left blank.

B. SERVICE AND BUDGET COST PROPOSAL

This Service and Budget Proposal Form is to be used to submit the Contractor’s cost proposal for all work described in the Sample Agreement and Scope of Work. All proposals without the Service and Budget Proposal Form will be considered Non-Responsive.

The Contractor’s price proposal must consist of fixed hourly rates and fixed monthly rates, all in accordance with the Sample Agreement. Such rates shall be proposed for each of the five years contemplated in this proposal, and shall be based on the levels of service, in terms of vehicle service hours, as stated below. The detailed budget breakdown on the following pages shall be consistent with the rates proposed.

Vehicle Revenue Service Hours (VRSH) are NOT calculated as “Gate to Gate.” VRSH for fixed routes and Commuter Routes are calculated from first-timed stops to last-timed stops (see Exhibit A).

VRSH for demand response are calculated at minimum 8 hours on a weekday (7:00 AM to 3:00 PM) and 6 hours on a Saturday (8:00 AM to 2:00 PM), plus an additional VRSH if necessary. The demand response service shall be available at the same times as the fixed route service within Susanville (see Exhibit A) and requires a 24 hour in advance reservation.

	Period I <u>2021/22</u>	Period II <u>2022/23</u>	Period III <u>2023/24</u>	Period IV <u>2024/25</u>	Period V <u>2025/26</u>
<u>Service Level</u>	11,000	11,000	11,000	11,000	11,000
VRSH	± 5%	± 5%	± 5%	± 5%	± 5%

Price Formula

Fixed Monthly Rate \$_____ \$_____ \$_____ \$_____ \$_____

Fixed Hourly Rate \$_____ \$_____ \$_____ \$_____ \$_____

Calculation of Maximum Annual Cost (based on 11,000 Vehicle Revenue Hours)

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/2026</u>
Fixed Monthly Rate X 12 Months	\$_____	\$_____	\$_____	\$_____	\$_____
Fixed Hourly Rate X 11,000 ± 5% VRH’s	\$_____	\$_____	\$_____	\$_____	\$_____

Total Maximum Annual Cost* \$_____ \$_____ \$_____ \$_____ \$_____

* Based on 11,000 Vehicle Revenue Hours Per Year at Contractor's Proposed Fixed Hourly Rate and Fixed Monthly Rate.

	Optional Period I <u>2026/27</u>	Optional Period I <u>2027/28</u>	Optional Period II <u>2028/29</u>	Optional Period II <u>2029/30</u>
<u>Service Level</u> VRSH	11,000 ± 5%	11,000 ± 5%	11,000 ± 5%	11,000 ± 5%

Price Formula

Fixed Monthly Rate \$_____ \$_____ \$_____ \$_____

Fixed Hourly Rate \$_____ \$_____ \$_____ \$_____

Calculation of Maximum Annual Cost (based on 11,000 Vehicle Revenue Hours)

	2026/27	2027/28	2028/29	2029/30
Fixed Monthly Rate X 12 Months	\$_____	\$_____	\$_____	\$_____
Fixed Hourly Rate X 11,000 ± 5% VRH's	\$_____	\$_____	\$_____	\$_____
Total Maximum Annual Cost*	\$_____	\$_____	\$_____	\$_____

* Based on 11,000 Vehicle Revenue Hours Per Year at Contractor's Proposed Fixed Hourly Rate and Fixed Monthly Rate.

This Service and Budget Proposal represents an offer to do work as described in the RFP, RFP Addendum # _____, the Sample Agreement, and the detailed budget breakdown on the following pages. This offer shall remain valid until June 30, 2026, and the amount of the proposal indicated above shall remain valid through the term of the Agreement.

Name of Contractor: _____
(Please print)

Signature: _____
(Authorized Person with Legal Authority to Bind Proposer)

Signer's Name: _____
(Please print)

Signer's Title: _____
(Please print)

Date Signed: _____

FIXED MONTHLY RATE WORKSHEET

<u>Fixed Monthly Rate:</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Management Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Management Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Operations Assistant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Operations Assistant	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Paid Time Off					
Employee Incentives	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Overtime	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Insurance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Performance Bond	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Training and recruitment expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Safety Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Uniforms	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Janitorial	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Telephone	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Postage	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preventative Maintenance					
Parts Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Accounting	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Non-Revenue Vehicle Expense	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
One Time Start-up Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Management Fee and Profit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Expense <i>(Please Specify):</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL: *	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

* Total shall equal Fixed Monthly Rate

<u>Fixed Monthly Rate:</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>
Management Wages	\$ _____	\$ _____	\$ _____	\$ _____
Management Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Operations Assistant	\$ _____	\$ _____	\$ _____	\$ _____
Operations Assistant	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Wages	\$ _____	\$ _____	\$ _____	\$ _____
Maintenance Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Paid Time Off				
Employee Incentives	\$ _____	\$ _____	\$ _____	\$ _____
Other Wages	\$ _____	\$ _____	\$ _____	\$ _____
Other Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Overtime	\$ _____	\$ _____	\$ _____	\$ _____
Insurance	\$ _____	\$ _____	\$ _____	\$ _____
Performance Bond	\$ _____	\$ _____	\$ _____	\$ _____
Training and recruitment expenses	\$ _____	\$ _____	\$ _____	\$ _____
Safety Expenses	\$ _____	\$ _____	\$ _____	\$ _____
Uniforms	\$ _____	\$ _____	\$ _____	\$ _____
Janitorial	\$ _____	\$ _____	\$ _____	\$ _____
Telephone	\$ _____	\$ _____	\$ _____	\$ _____
Postage	\$ _____	\$ _____	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Preventative Maintenance				
Parts Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Accounting	\$ _____	\$ _____	\$ _____	\$ _____
Non-Revenue Vehicle Expense	\$ _____	\$ _____	\$ _____	\$ _____
One Time Start-up Expenses	\$ _____	\$ _____	\$ _____	\$ _____
Management Fee and Profit	\$ _____	\$ _____	\$ _____	\$ _____
Other Expense(Please Specify):	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL: *	\$ _____	\$ _____	\$ _____	\$ _____

* Total shall equal Fixed Monthly Rate

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FIXED HOURLY RATE WORKSHEET

<u>Fixed Hourly Rate:</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Drivers' Wages	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Driver's Benefits	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Vehicle Repair: Parts and Supplies	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Tires	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Washing solutions	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Towing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other expenses <i>(Please specify):</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL:**	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

** Total shall equal proposed Fixed Hourly Rate

<u>Fixed Hourly Rate:</u>	<u>2026/27</u>	<u>2027/28</u>	<u>2028/29</u>	<u>2029/30</u>
Drivers' Wages	\$ _____	\$ _____	\$ _____	\$ _____
Driver's Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Vehicle Repair: Parts and Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Tires	\$ _____	\$ _____	\$ _____	\$ _____
Washing solutions	\$ _____	\$ _____	\$ _____	\$ _____
Towing	\$ _____	\$ _____	\$ _____	\$ _____
Other expenses <i>(Please specify):</i>	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
<u>TOTAL.**</u>	\$ _____	\$ _____	\$ _____	\$ _____

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CONTRACTOR PROPOSED EQUIPMENT LIST

List any and all equipment that may be utilized in providing service under this Agreement.

Year of Manufacture	Manufacturer	Model or Type	Type of Lift Brand Name and Model Number	Number of Seats & Wheelchair Spaces
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____

Bidder: _____
(Type name)

Per: _____
(Signature)

Date: _____

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C. PROPOSER'S BOND

Know All Men by These Presents,

That we _____ AS PRINCIPAL, and

AS SURETY, are held and firmly bound unto the Lassen Transit Service Agency hereinafter called the LTSA in the penal sum of ten thousand dollars (\$10,000), submitted by said principal to the LTSA, for the work described below, for the payment of which sum in lawful money of the United States. Well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned Proposal to the LTSA for certain services for which said proposals are to be opened at

_____, California on _____
specifically described as follows:

The Management and Operation of LRB public transit services.

NOW, THEREFORE, if the aforementioned Principal is awarded the contract, and within the time and manner required under the signature, enters into a written contract, in the prescribed form in accordance with the proposal, and files the bond with the LTSA to guarantee faithful performance, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ___day

of _____, A.D., 20__.

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

_____(SEAL)

_____(SEAL)

_____(SEAL)

Surety

Address

Note: Signatures of those executing for the surety must be properly acknowledged.

D. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ as Principal, and

_____,
as Surety, are held and firmly bound unto the Lassen Transit Service Agency, hereinafter called the Owner, in the sum of (10%) of the contract amount

_____ Dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereunto attached, with the Owner, dated: _____.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety and during the life of any guarantee required under the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Name of Principal: _____

Type of Organization: _____

By: _____ Title: _____

By: _____ Title: _____

Address: _____

(If corporation, affix seal)

Name of Surety: _____

Address: _____

By: _____ Title: _____

(Affix corporate seal)

(Attach acknowledgement of signature of Surety. This bond must be recorded.)

E. Disadvantaged Business Enterprise (DBE) Program

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 1 percent (1%).

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

Kform15drmt (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:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

Kform15drmt (Rev. 03/2019) Page 2 of 5

1. A DBE must be a small business firm defined pursuant to Section 3 of the Federal Small Business Act and certified through the California Unified Certification Program (CUCP). A DBE firm is a DBE certified through CUCP. In accordance with 49 CFR 26, the DBE must be certified by bid opening date of the Invitation for Bid (IFB), the Request for Proposal (RFP), or the Architectural and Engineering (A&E) Request for Quotations (RFQ), before credit may be considered toward meeting the DBE goal. It is the bidder's (prime contractor's) responsibility to verify that DBEs are certified by accessing the CUCP database.
2. The CUCP database includes DBEs certified from all certifying agencies participating in the CUCP. If a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
3. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity (OBE) 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" (OBE), "Caltrans Home", and "Instructions/Tutorial" links are located on top of the query page.

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

Resources to Obtain a List of Certified DBEs for Caltrans Solicitations

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

NAICS Work Codes and Work Descriptions

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

Kform15drmt (Rev. 03/2019) Page 3 of 5

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

D) CREDIT: MATERIEL – SUPPLIES – TRUCKING COMPANIES

A. CREDIT FOR MATERIEL OR SUPPLIES PURCHASED FROM DBEs WILL BE AS FOLLOWS:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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

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

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

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

E) USE AND/OR TERMINATION OF PROPOSED DBEs

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION AND INSTRUCTIONS FOR BIDDERS

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

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

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

F) AWARD

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

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

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

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

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

(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			

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	XXXXXXXX	7, 5	48,000	48%	
Joe Subcontractor Inc., 4567 Joe’s Street, Joe’s City, CA, 07654	(XXX) 111-0000	1	Design, surveys, environmental testing	000000000000	6	42,000	42%	
Supplier International LLC, 1100 X Street, Supplier’s City, CA, 45670	(111) XXX-0001	2	Survey instruments, testing materials	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

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

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

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

CONTRACTOR'S NAME	IFB OR RFP OR RFQ NUMBER	DATE
<p>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.</p>		

<p>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.</p>		
NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS

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

F. Lobbying Certification

49 CFR PART 20—CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, and Cooperative Agreements
(To be submitted with each bid/proposal exceeding \$100,000.00)

The undersigned (BIDDER/PROPOSER) 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 TA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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VI PROPOSAL QUESTIONNAIRE

Please complete the following questionnaire. Proposals which do not include this questionnaire in a completed format will be considered non-responsive and will be rejected. All questions must have a response. *(Use additional paper.)*

- 1) Does the individual proposing firm, any participating firm in any proposed joint venture, or any proposed subcontractor have any conflict of interest within the following context?

"No person performing services for the Lassen Transit Service Agency in connection with any project resulting from this proposal shall have financial or other personal interest, other than employment or retention by the LTSA, in any contract or subcontract in connection with such project. No officer or employee of such person performing services for the LTSA shall have any financial or other personal interest in any real property acquired for any such project, unless such interest is openly disclosed upon the public records of the LTSA and such officer, employee or person has participated in property acquisition for or on behalf of the LTSA."

- 2) State the number of years the proposer has provided or managed publicly funded transit services. List time spans and describe the service provided *(including annual revenue vehicle mileage, number and size of vehicles, size of service area, client group served, and amount of firebox revenue collected annually for each system referenced)*. Identify the responsible individual, providing his/her phone number, who can verify service. Attach additional description material, if necessary; however, please complete the following:

Indicate years of experience in service:

System Name:		System Address:	
Dates of Service:	Annual Service Miles:	Number of Vehicles:	Size of Vehicles:
Annual Fare Revenue:	Contact Telephone:	Contact Name:	

- 3) Specifically identify and describe the experience and qualifications of the proposed on-site General Manager. *(Please attach a resume.)* Identify where this person obtained the required experience described in the "Minimum Qualifications" section of the RFP. Identify a responsible individual *(including phone number)* who can verify the proposed on-site General Manager's experience. If the proposed Operations Manager obtained his or her experience with the Proposer's

firm, proposer certifies that the proposed General Manager has the requisite experience.

- 4) Describe your firm's knowledge of the LRB public transit service, including funding sources and the restrictions on the funding sources. Indicate ideas, if any, your firm has that may improve the current operation of the LRB.
- 5) Describe your firm's knowledge and experience with the Transportation Development ACT, focusing primarily on the establishment of charter service rates and fare box recovery as they pertain to the LRB.
- 6) Describe your firm's knowledge and experience with rules and regulations set forth in the Americans with Disabilities ACT in areas as they pertain to the LRB.
- 7) Attach at least four (4) recent CHP safety compliance reports (*or other applicable law enforcement safety-related reports*) which pertain to transit services operated by your firm.
- 8) Has your firm received an "unsatisfactory" rating from a law enforcement or any other regulatory agency with regard to maintenance, records or facility at any time during the past five (5) years?
- 9) Has your firm been cited over the past five (5) years from any regulatory agency for improper maintenance or for accidents caused by improper maintenance?
- 10) Is there any recent, current or pending litigation involving your firm due to accidents which have resulted in death or injury from operation of a bus system? (*"Recent" shall be defined as any judgment entered or settlement reached within the past five (5) years which resulted in a dismissal of a lawsuit.*) If yes, specify court and number of the case.
- 11) Please list the number of miles between preventable collision accidents for systems operated by your firm during each of the past two (2) consecutive years.
- 12) Attach your firm's 2020 or most recent Income Statement and Balance Sheet.
- 13) Are there any past, current or pending financial/legal issues which might jeopardize your firm's ability to provide services per the requirements of the attached Agreement at the prices quoted by you? If yes, give details.
- 14) Describe other organizational resources and services which your firm will provide as part of this Agreement at no additional charge.
- 15) How many miles per year will you operate LTSA provided buses out of service?

Deadhead miles: _____ miles

Training/Testing/Other: _____ miles

- 16) Specifically identify and describe your proposed approach to providing maintenance services. Identify the experience and qualifications of lead maintenance person or firm providing the maintenance services. Provide references for the personnel or firm proposed to provide maintenance on LTSA and Contractor supplied equipment
- 17) Describe your firm's proposed PMI program for all buses, components and equipment to be used in LRB public transit service, including, but not limited to engine, transmission, brakes, chassis, wheelchair lifts, air conditioning, fare boxes, batteries, and two-way radios.

Attach proposed documents to be used in PMI program. Description of PMI program should include both mileage and time intervals and should reflect PMI levels covered on a vehicle's first 150,000 miles of life and beyond.

- 18) Describe the maintenance tools, supplies, support equipment, and other equipment which will be provided by your firm at the maintenance facility and office. Compare to the minimum requirements of the RFP.
- 19) Attach the proposed driver pre and post trip inspection forms which will be used by drivers for bus inspection each shift, including specific emphasis on wheelchair lift inspection.
- 20) Describe your firm's proposed spare parts inventory program for vehicles/components/equipment being used in LTSA service.
- 21) Describe what steps your firm will undertake to expeditiously repair/replace vehicles/equipment damaged or destroyed while in your possession.
- 22) Describe your firm's proposed security program for LTSA provided buses, equipment and fare revenue.
- 23) Present a proposed organizational chart. Then, please list the proposed number of positions and responsibilities as well as the proposed number of hours and wage scale of those positions dedicated to the LRB operation, in the format indicated below. *(Include management, office, dispatch, driver, mechanic and service personnel.)*

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SERVICES PROGRAM

Job Classification	Number of Positions	Number of Hours	Wage Scale per hour	Average Hourly Wage
Operations Assistant				
Responsibilities:				
Mechanic(s)				
Responsibilities:				
Drivers:				
Responsibilities:				
Dispatchers:				
Responsibilities:				

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- 24) Please describe the fringe benefits package which will be provided, including a description of services, dollar value of such benefits, and the positions to which such benefits shall apply.
- 25) What is your firm's proposal with regard to use of the current Contractor's employees? *(Be thorough.)*
- 26) Describe your firm's proposed program to accommodate "no-shows," absenteeism, vacation and turnover of employees. *(What assurance does the LTSA have that the required services will be provided on a timely basis?)*
- 27) Describe in detail the training/evaluation/ongoing safety program being proposed for drivers, dispatchers, supervisors, and information service personnel. Include in your description the proposed areas covered, frequency, minimum number of hours per employee, etc. Attach any proposed personnel policy.
- 28) Describe in detail your firm's experience in providing transportation services. Describe the training program that will be used for dispatchers and drivers.
- 29) Describe in detail your firm's experience in providing transportation services for the elderly and disabled. What specific training do you provide to ensure that drivers and dispatchers are able to respond to the special needs of the elderly and disabled?
- 30) Attach an example of your firm's proposed Management Information System which will be used to report the operational/financial data required in the "Scope of Work."
- 31) Indicate in brief, why you consider your firm to be the best to perform this Contract. Please indicate any new or creative ideas that would provide the LTSA with a high quality, safe, efficient and responsive transit operation.
- 32) Describe in detail your specific plan for the transition from the existing program of services through start-up and implementation of the services you propose.