LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY (LAVTA)

REQUEST FOR PROPOSALS

FOR

BUS STOP/STATION CLEANING SERVICES

#2015-03

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 Rutan Court, Suite 100
Livermore, CA 94551

June 24, 2015

Key RFP Dates

Date of Issuance: June 24, 2015

Pre-Proposal Conference (Optional): July 7, 2015 at 10:00 a.m. Written Questions/Requests Due: July 14, 2015 at 4:00 p.m.

Responses to Questions/Requests: July 20, 2015

Proposals Due: August 3, 2015 at 2:00 p.m.

Demonstrations and Presentations August 10-11, 2015

(if needed):

Contract Áward (estimated): September 14, 2015
Notice to Proceed (estimated): September 15, 2015

Contact Information:
Beverly Adamo, Director of Administrative Services (925) 455-7555
procurements@lavta.org

June 24, 2015

SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

BUS STOP/STATION CLEANING SERVICES #2015-03

The Livermore Amador Valley Transit Authority (LAVTA), operator of the Wheels bus system, is accepting proposals from qualified firms to provide bus stop/station cleaning services.

This Project shall include the furnishing of all labor and services as set forth in the Scope of Work section of the Request for Proposals (RFP). A Pre-Proposal Conference will be held at LAVTA, 1362 Rutan Court, Suite 100, Livermore, CA, on July 7, 2015, at 10:00 a.m. Prospective Proposers are highly encouraged to attend this meeting, but attendance is not required.

All Questions and Requests for Clarification must be submitted in writing by July 14, 2015 at 4:00 p.m. Proposals must be received in the LAVTA Administrative Offices by 2:00 p.m. on August 3, 2015. **No proposals will be accepted after this time and date.** Any proposal or amendment to proposal received after the closing time will be returned unopened to the sender. No Proposer may withdraw its proposal for a period of one hundred twenty (120) days after the opening of proposals. Each Proposer will be notified of award of contract, if award is made. LAVTA reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the proposal opening for good cause.

Firms submitting a proposal to this RFP may be required to give a demonstration and presentation of their proposal to LAVTA on August 10-11, 2015 (estimated date). Engagement staff will be present at the presentation. LAVTA's request for a demonstration or presentation shall not constitute acceptance of a proposal.

Proposals shall be submitted to the following:

Livermore Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551 Attention: Beverly Adamo, Director of Administrative Services

Full compliance with all Safety and Health Standards, Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the Proposer.

LAVTA intends for this procurement to be primarily conducted electronically via distribution on the procurement page of www.wheelsbus.com; however, upon request, copies of the RFP may be obtained by contacting LAVTA at (925) 455-7555.

/s/ Beverly Adamo	June 24, 2015
Beverly Adamo	 Date
Director of Administrative Services	
Livermore Amador Valley Transit Authority	

SECTION I INSTRUCTIONS TO PROPOSERS

1.0 INSTRUCTIONS TO PROPOSERS

1.1. Request for Proposals

The Livermore Amador Valley Transit Authority ("LAVTA" or "Authority") seeks the services of a contractor to provide bus stop/station cleaning services for all LAVTA stops in its service area.

LAVTA will utilize the "Best Value" method of procurement, in conformance with applicable procurement guidelines. Respondents to this RFP should demonstrate an understanding of the work to be performed.

1.2 Examination of Proposal Documents

The work to be performed under this contract consists of the furnishing of all labor, insurance, materials, and equipment necessary to perform the requirements specified in the Scope of Work. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve LAVTA's objectives.

1.3 Addenda

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

1.4 Authority Contact

All questions and/or contacts with LAVTA staff regarding this RFP are to be directed to the Procurement Officer:

Beverly Adamo, Director of Administrative Services Livermore Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551 Phone: (925) 455-7563

1.4 Pre-Proposal Conference

Proposers are invited to participate in a pre-proposal conference to be held at LAVTA, 1362 Rutan Court, Suite 100, Livermore, CA, at 10:00 a.m. on July 7, 2015. LAVTA staff will be on hand to discuss the project scope and answer any questions Proposers may have.

Attendance at this conference is not mandatory; however Proposers are highly encouraged to attend.

1.5 Questions and Requests for Clarification

Should a Proposer have questions concerning or require clarifications of this RFP, the Proposer shall notify the Authority in writing by July 14, 2015 at 4:00 pm. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter, which will be posted on the agency's interactive website; www.wheelsbus.com.

Submitting Request

- (a) All questions and/or requests for clarification must be put in writing and must be received by the Authority no later than 4:00 p.m. on July 14, 2015.
- (b) Requests for clarification, questions and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- (c) Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Livermore Amador Valley Transit Authority, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
 - (2) Personal Courier: Director of Administrative Services, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
 - (3) Facsimile: The Authority's fax number is (925) 443-1375.
 - (4) E-Mail: procurements@lavta.org.

1.6 Authority Responses

Responses from the Authority will be posted on the Authority's website, www.wheelsbus.com by July 20, 2015. LAVTA reserves the right to postpone this deadline for its own convenience.

1.7 Submission of Proposals

(a) Date and Time - Proposals must be received in the LAVTA Administrative Offices at or before 2:00 p.m. on August 3, 2015. Proposals received after the above-specified date and time will be returned to Proposers unopened.

(b) Address - Proposals shall be submitted to the following:

Livermore Amador Valley Transit Authority 1362 Rutan Court, Suite 100 Livermore, CA 94551 Attn: Beverly Adamo, Director of Administrative Services

1.8 Identification of Proposals

Proposer shall submit one (1) original and three (3) paper copies AND one (1) electronic version of its proposal on a CD or USB drive, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows: In case of any discrepancies, the original will be considered by the Authority in evaluating the Proposal and the electronic version is provided for the Authority's administrative convenience only.

"LAVTA Bus Stop/Station Cleaning Services – RFP #2015-03"

1.9 Acceptance of Proposals

- (a) The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures.
- (b) The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- (c) The Authority reserves the right to postpone proposal openings for its own convenience.
- (d) The Authority reserves the right to request additional information to clarify any proposal.

1.10 Pre-Contractual Expenses

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority on any matter related to this proposal; or
- 4. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

1.11 Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

1.12 Protest Procedures

Protests regarding this Request for Proposals based upon a restrictive RFP or alleged improprieties in the RFP procedure shall be submitted in writing to the Executive Director at least five (5) calendar days prior to the deadline for submission of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the recommendation for award of contract shall be submitted in writing to the Executive Director within forty-eight (48) hours from receipt of the notice advising of staff's recommendation for award of contract. Any protest must clearly specify in writing the grounds and evidence on which the protest is based.

Copies of the complete bid protest procedure are available at the office of the Authority.

1.13 Contract Type

Following the completion of all contractual requirements, the Contractor shall provide the services within the approved scope, schedule and price as set forth in the Agreement. (see Appendix C - Sample Agreement).

SECTION II

SCOPE OF WORK

SCOPE OF WORK

BUS STOP/STATION CLEANING SERVICES

1. INTRODUCTION

1.1. Scope of Work

Background

As the public transit provider for the Tri-Valley, LAVTA operates bus stops in Livermore, Dublin, and Pleasanton. There are approximately 500 active bus stops in the service area. While most bus stops do not have any amenities and are marked by a flag sign or pavement stencil, many do have facilities such as trash cans and shelters that require routine maintenance.

In addition to the bus stops currently in operation, LAVTA is currently constructing new Rapid bus stops throughout the Tri-Valley which the contractor will be expected to maintain. These shelters will be included in the scope of work and are included in the bus stop maintenance list provided in Appendix A.

Bus Stop Cleaning Tier System

LAVTA has developed a Bus Stop Cleaning Tier System that places all bus stop and station locations in various tiers based upon patron use and level of passenger amenities. Generally, the higher tiers are designated for higher use locations with multiple amenities (shelters, benches, trash cans, etc.), which consequently require more cleaning and service than stops with fewer amenities. The following is the basic outline of the Bus Stop Cleaning Tier System:

Tier Number	Frequency of Service	Location Details/Amenities
Tier 1	Daily on Weekdays	High traffic, shelters, trash cans, commercial areas
Tier 2	Clean Twice per Week	Shelters and trash cans, commercial areas
Tier 3	Biweekly Cleaning (Once	Regular stops; benches and signs
Tier 4	every two weeks) Monthly Cleaning or as needed by request	Stops without passenger amenities (bus stop flags or curb stencils only)

Tier 1 facilities are located primarily along the Wheels Route 10 and the Rapid line. It is imperative that these stops be held to the highest cleanliness standards.

The locations of each bus stop, the types of amenities, and the cleaning tiers are located in Appendix A. The number of bus stops per tier is as follows:

Tier 1: 77 stopsTier 2: 66 stops

Tier 3: 58 stopsTier 4: 277 stops

Description of Cleaning Duties and Responsibilities

LAVTA expects each bus stop to be individually serviced in a manner that will produce a clean, attractive and inviting appearance to patrons. Each stop should be maintained to a minimum area of twenty feet in length and ten feet depth or to the back of walk (this includes the stop, any amenities such as a shelter, bench, sign, etc., plus ADA Mandated sidewalk area inclusion). Graffiti on ANY passenger amenities including shelters, benches, trash cans, lighting poles, and flag signs should be removed immediately. Trash cans located at bus stops should be emptied every time a stop is serviced. The contractor should ensure that the pavement around the bus stop is free of debris including trash, leaves, dirt, and mud. The contractor is instructed to contact the agency immediately to report broken, damaged, or missing facilities. Because bus stops in the fourth tier do not have any amenities, the contractor must ensure that the sidewalk around the bus stop is free of debris as noted above and report to LAVTA any missing flag signs or if bus stop pavement stencils need to be refreshed.

Proposers must delineate their plan for achieving the level of cleanliness and appearance, by tier, expected by LAVTA in their proposal. This plan, by tier, should include specific references to bus stop amenities such as shelters, benches, signs, and trash cans, as well as surrounding concrete and sidewalk areas.

RAPID Bus Shelters

Rapid Bus Shelters Window Maintenance:

All Rapid Shelter windows will be cleaned once every two weeks using window cleaning methods including squeegee with the exception of rainy season.

Rapid Wooden Bench Maintenance:

All Rapid wooden benches will be cleaned as needed. Any graffiti will be removed by sanding with sand paper and re stained as needed.

Trash Removal

As stated above, the contractor is responsible for emptying the trash at each stop when a trash can is present. Due to each city's regulations, trash cannot be transported from one municipality into another municipality. It is the contractor's responsibility and obligation to secure and pay for a trash disposal container or site that will comply with each City's standard. LAVTA will not cover the additional expense of providing a trash container.

<u>Powerwashing</u>

Bus stops with shelters and benches shall be powerwashed once per month in order to clean dust, dirt, cobwebs, etc from the facility. Bus stops that have received graffiti shall be powerwashed once graffiti is removed to ensure a clean surface. **See section on Rapid Bus Shelters.**

Livermore Transit Center

The Livermore Transit Center, located on Railroad Avenue, is one of the transit agency's major transit facilities. This facility is expected to be cleaned five days per week. In addition, the contractor will check the public restroom at the facility (one restroom) and check for graffiti. The contractor will remove any graffiti present in the restroom. Any damage must be reported immediately to LAVTA.

Bus Stop Changes

There are approximately 500 bus stops in the Bus Stop Cleaning Tier System. LAVTA reserves the right, at its sole discretion, to add to or eliminate bus stops as it sees fit. Contractor shall agree to continue service at the current rate and within the current contractual parameters so long as each tier of the Bus Stop Cleaning Tier System changes, whether increase or decrease, by no more than 10%. If, however, an individual tier within the system should change more than 10%, LAVTA and the Contractor shall enter negotiations concerning terms and rates of service for the changed bus stops.

Current Bus Stop Placement Within the Bus Stop Cleaning Tier System

See Appendix A.

Supplies, Transportation and Maintenance

All cleaning supplies, tools, equipment, and products needed to clean the bus stops, with the exception of graffiti covering paint, shall be the sole responsibility of the Contractor. Similarly, all transportation necessary for transporting staff and equipment to and from bus stops, stations and locations, for cleaning shall be provided by the Contractor.

LAVTA shall be responsible for routine heavy maintenance of bus shelters, stops and locations including replacing missing or broken bus stop components. Contractor is expected to inform appropriate staff of maintenance services at bus stop locations as needed.

Additional Service

LAVTA from time to time may receive complaints or phone calls from the general public about stop cleanliness. When these calls are received, LAVTA will immediately contact the contractor who will respond to clean the stop within the same day if the call is received before 12:00 PM and by the following morning if the call is received after 12:00 PM. This service will be provided at no extra charge to LAVTA.

Documentation Requirements for Invoicing

The contractor shall provide LAVTA daily log sheets which will catalog the Contractor's efforts at maintaining the stops for each month. Information in the daily log shall at least include the stop location, stop identification number, amenities cleaned at each stop, the date of the cleaning, the time of the cleaning, and if powerwashing was

completed. The log should also include the condition of the stop before maintenance. LAVTA will approve all work and invoices prior to payment.

1.2 Length of Contract

The initial term of the agreement shall be for up to three years from the date LAVTA issues the notice to proceed (anticipated to be from October 1, 2015 through June 30, 2018. Upon completion of the initial term, LAVTA, at its sole discretion, may extend the term of this agreement for up to two additional one-year terms, at the price specified in the Proposal.

1.3 LAVTA Supervision

LAVTA reserves the right to order contractor to re-perform any services that it determines, in its discretion, were deficiently provided. LAVTA also reserves the right to order the Contractor to replace any personnel based on any failure to adequately perform required services. Any repeated failures to respond to LAVTA direction under this provision may result in a reduction in the payment for a given month.

2.0 ADDITIONAL REQUIREMENTS

2.1 Insurance

See section 9 of the Sample Agreement for the insurance requirements that will apply to this contract.

All proposers must submit with their proposal evidence of their ability to meet these requirements.

SECTION III

PROPOSAL CONTENT

1.0 PROPOSAL CONTENT

1.1 Format

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's planned approach to meet LAVTA's requirement for bus stop/station cleaning services.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Responders are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing. Responders are encouraged to submit proposals that best address the evaluation criteria outlined in Section IV, Evaluation and Award, subsection 1.1.

The organization of the proposal should follow the general outline below. Proposals should not exceed fifty (50) pages in length excluding any appendices. Page limit applies to Proposer's Qualifications, Experience and References and Technical Proposal section.

Respondent's proposal shall include the following items in the following sequence:

1.2 Cover Form

The signed cover form, provided in Appendix B, contains the following:

- a) Date submitted and complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Proposer and contractually bind the firm. This person shall also sign the Price Proposal Form. Identification shall include legal name of company, corporate address, telephone and fax number and contact person during period of proposal evaluation.
- b) An understanding of the conditions under which the proposal is offered.
- c) Acknowledgement of receipt of all RFP addenda, if any. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- d) An understanding that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.

- e) A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or a statement detailing requested modifications to the Sample Agreement and/or any requirements of this RFP.
- f) A statement confirming the commitment of adequate resources to meet LAVTA's quality and schedule expectations.
- g) Signature of a person authorized to bind Proposer to the terms of the proposal.

1.3 Evidence of Ability to Provide Insurance

Provide evidence in the form of a certificate of insurance or letter from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in the Sample Agreement.

1.4 Proposer's Qualifications, Experience and References

The following information shall be included:

- Summary A brief statement of firm's organizational structure, experience, history, legal status, (i.e., partnership, corporation, etc.) capabilities, list of owners and officers, and management philosophy.
- b) Firm Experience A list of contract services of similar nature (both current and former) that Proposer has provided during the preceding three (3) years (including the name of the agency, company or entity, contact person and phone number (not including any projects completed for LAVTA).
- c) Experience of Key Personnel Identify your proposed Project Manager and other key personnel who will act in a supervisory capacity including such person's relevant job histories, professional credentials, if any, and related experience, especially in, but not limited to, working with public sector clients.
- d) Financial stability and history of the Proposer Provide a statement of your firm's financial strength, stability, capacity, and resources. Company official reports and other similar materials (balance sheet and income statements, with 3-year summary history) should be provided. Provide information about the history of the firm, demonstrating viability of the firm.
 - Identify any past (within last 3 years) or pending litigation against the Proposer alleging failure to perform in accordance with contractual obligations, and describe present status. If there is no such litigation, this must be explicitly stated.

1.5 Approach to Scope of Work

Bus Stop/Station Cleaning Services - The following shall be included as a description of the proposed services to be provided by the Proposer under this contract:

- a) Detailed description of Proposer's ability to meet all required elements contained in the Scope of Work - The Proposer should describe its approach to providing the scope of services, including any creative ideas to maximize safe and efficient operation. In particular, proposers should provide in their proposal their plan for achieving the level of cleanliness and appearance, by tier, required by LAVTA. This plan, by tier, should include specific references to bus stop amenities such as shelters, benches, signs, and trash cans, as well as surrounding concrete and sidewalk areas.
- b) Describe how you intend to comply with the Scope of Work's requirements concerning trash removal to ensure that trash is not transported between municipalities.
- c) Describe your Quality Assurance Program and how you intend to ensure that LAVTA will receive the required frequency and level of service.
- d) Provide any other information that distinguishes your firm. In particular, LAVTA is interested in a firm that uses environmentally friendly products and has adopted sustainable business practices.

1.6 Janitor Protection

The Displaced Janitor Opportunity Act (the Act), California Labor Code Section 1060, et seq, applies to this contract.

Pursuant to the law, the Proposer and its subcontractors represent and warrant that they will retain for a sixty (60) day transition period all janitorial/building management employees of the contractor(s) currently providing building management services and their subcontractors if any, (but not including managerial, supervisory or confidential employees, including those employees who could be so defined under the Federal Fair Labor Standards Act) who have worked at least four months at the bus stop locations specified in Appendix A. The only exception shall be if the Proposer or its subcontractors have reasonable and substantiated cause not to hire a particular employee based upon that employee's performance or conduct while working under the current contractor(s) and/or their subcontractors, if any.

Further details concerning the Act are included in the Sample Agreement.

By submitting a proposal, the proposer represents and warrants that it shall comply with the Act, including the requirement to give a written offer of employment to each retained employee.

Please include with your proposal an acknowledgment of your understanding of the Act's requirements.

1.7 Conflict of Interest

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to Authority as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

No member, officer or employee of the Authority or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

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

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a LAVTA Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team.

Proposer should submit the form entitled "California Levine Act Statement" with its proposal.

1.8 Price Proposal

The Proposer shall use the Price Proposal Forms provided in Appendix B to provide a yearly total for the three (3) base years and two (2) option years (the Grand Total Price).

The Grand Total Price shall include everything necessary for the completion and fulfillment of all services being contemplated by the Authority, as identified in Section II – Scope of Work, including, but not limited to, labor, services, materials, equipment, storage, delivery, transportation, profit, insurance,

overhead, associated costs for LAVTA staff training and customer service/support, and all applicable federal, state, and local taxes.

1.9 Confidentiality

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

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

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

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

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

1.10 Completed Required Forms (Provided in Appendix B)

- Proposal Cover Form
- o Price Proposal Form
- o Certification Regarding Worker Compensation
- o California Levine Act Statement

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the products herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

SECTION IV EVALUATION AND AWARD

1.0 EVALUATION AND AWARD

1.1 Evaluation Criteria

The Authority will evaluate the Proposals received based on the following criteria:

Evaluation Criteria - % Weight (100% Best)	Scoring
Proposer's qualifications and experience: Qualifications of	30 points
firm and any proposed key personnel; Financial stability and	
capacity; References.	
Approach to Scope of Work: Firm's approach to the scope of	20 points
services, including compliance with all requirements, and any	
creative ideas to maximize safe and efficient operation, including	
quality assurance procedures or sustainable business practices.	
Price: Proposed price of providing the services. Prices for all	50 points
years, including any optional years, will be considered in the	
evaluation of the proposal. Price will be evaluated on the basis of	
the Grand Total Price as indicated on the Price Proposal Form.	
Total Points	100 points

1.2 Evaluation Procedure

To be considered for evaluation, all proposals must be responsive to this Request for Proposals with respect to required submissions. LAVTA may reject as nonresponsive any proposal not meeting the requirements of this RFP.

An Evaluation Committee shall be comprised of Authority staff and may include outside personnel. The Committee members will initially evaluate the proposals using the criteria identified in Section 1.1 above. The Authority may reject any Proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range. The Authority may seek clarifications from any or all proposers regarding their proposals, or may request that proposers submit modified Proposals.

Following review of the written Proposals, using the Selection Criteria described above, one or more companies *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview/demonstration.
- B. Submission of any additional information as requested by the Authority.

Upon completion of the interviews/demonstrations, if any, the Authority will rank each firm in accordance with the Criteria above. The Authority may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, the Authority will terminate the negotiations with that firm and may open negotiations with the next-highest-ranked firm. If negotiations with this firm are also not successful, the Authority

may repeat the negotiations process with the next-highest-ranked firm or, at its sole discretion, the Authority may reject all remaining Proposals.

The Authority reserves the right to award the Contract without conducting interviews or requesting any modified proposals, so proposers should submit their best proposal in their initial response. LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.

1.3 Award

While LAVTA intends to follow the evaluation procedure identified in Section 1.2 above, please be advised that the Authority may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the Authority. LAVTA reserves the right to determine the best value to the Authority through this competitive process using highest weighted score analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

1.4 Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by mail regarding LAVTA's intent to award the contract.

			l In					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID		Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
TIER 1 - D	AILY WEE	KDAY CLEANING							
1-001	E	Murrieta Boulevard	N	Olivina Street	Livermore	No	Yes	Yes	No
1-066	W	Jack London Blvd		Paragon Outlet Driveway	Livermore	Yes	Yes	Yes	Yes
1-067	Е	Jack London Blvd		Paragon Outlet Driveway	Livermore	Yes	Yes	Yes	Yes
2-032	N	Scenic Avenue	W	Vasco Road	Livermore	No	Yes	No	No
2-042	N	Maple Street (Livermore High)	W	Sixth Street	Livermore	Yes	Yes	Yes	Yes
3-002	S	Stanley Boulevard		Murdell Drive	Livermore	Yes	Yes	Yes	No
3-005	S	Stanley Boulevard	Е	Murrieta Boulevard	Livermore	Yes	No	Yes	No
3-006	S	Stanley Boulevard	@	Valley Memorial Hospital (EB)	Livermore	Yes	Yes	Yes	Yes
3-007	S	Railroad Avenue	W	P Street	Livermore	No	No	Yes	Yes
3-008	S	Railroad Avenue		N Street	Livermore	No	Yes	Yes	No
3-009	N	(1926) Railroad Avenue	W	L Street	Livermore	Yes	Yes	Yes	Yes
3-010	N	Railroad Avenue	W	P Street	Livermore	No	Yes	No	Yes
3-011	N	Stanley Boulevard	W	Valley Memorial Hospital (WB)	Livermore	Yes	Yes	Yes	Yes
3-012	N	Stanley Boulevard	E	Wall Street	Livermore	No	Yes	Yes	No
3-013	N	Stanley Boulevard	E	Murdell Lane	Livermore	Yes	Yes	Yes	No
3-076	N	Railroad Avenue	E	Maple Street (Signature Stop)	Livermore	Yes	Yes	Yes	Yes
3-077	S	Railroad Avenue	W	Maple Street (Bankhead Theater)	Livermore	Yes	Yes	Yes	Yes
3-078	S	Railroad Avenue	E	L Street	Livermore	Yes	Yes	Yes	Yes
3-079	N	Stanley Blvd	E	Murrieta Blvd	Livermore	Yes	Yes	Yes	Yes
4-001	S	Railroad Avenue	W	South Livermore Avenue	Livermore	No	No	Yes	No
4-006	S	East Avenue	W	Seventh Street	Livermore	Yes	No	Yes	Yes
4-007	S	East Avenue	E	Dolores Street	Livermore	No	No	Yes	Yes
4-013	S	East Avenue	E	Charlotte Way	Livermore	Yes	Yes	Yes	Yes
4-022	N	East Avenue	W	Susan	Livermore	No	Yes	Yes	Yes
4-023	N	East Avenue	Е	Charlotte Way	Livermore	Yes	Yes	Yes	Yes
4-024	N	East Avenue	Е	Mines Drive	Livermore	No	Yes	Yes	Yes
4-026	N	East Avenue	@	Robert Livermore Park	Livermore	Yes	Yes	Yes	Yes
4-027	N	East Avenue	Е	Hillcrest Street	Livermore	No	Yes	No	Yes
4-028	N	East Avenue	W	Estates Street	Livermore	No	No	Yes	Yes
4-029	N	East Avenue	Е	Dolores Street	Livermore	No	Yes	Yes	Yes
4-067	S	East Avenue	Е	Madison Avenue	Livermore	Yes	Yes	Yes	Yes
5-065	N	Amador Valley Boulevard	Е	Regional Street	Dublin	No	Yes	No	No
5-085	S	Dublin Boulevard	Е	Regional Street	Dublin	Yes	No	Yes	Yes
5-087	S	Dublin Boulevard	W	Clark Avenue	Dublin	Yes	Yes	No	No
5-088	S	Dublin Boulevard	Е	Civic Center Plaza	Dublin	Yes	Yes	No	No
5-089	S	Dublin Boulevard	W	Dublin Court	Dublin	Yes	Yes	No	No

			l In					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
5-090	N	Dublin Boulevard	E	Dublin Court (Trailee Plaza)	Dublin	Yes	Yes	Yes	Yes
5-091	N	Dublin Boulevard	E	Sierra Court	Dublin	Yes	Yes	Yes	Yes
5-092	N	Dublin Boulevard	W	Golden Gate Street	Dublin	Yes	Yes	Yes	Yes
5-093	N	Dublin Boulevard	W	Village Parkway	Dublin	Yes	Yes	Yes	Yes
5-096	N	Dublin Boulevard	W	Clark Avenue WB	Dublin	Yes	Yes	No	Yes
5-102	S	Dublin Boulevard	E	Scarlett Court	Dublin	No	Yes	No	Yes
5-105	S	Dublin Boulevard	Е	Golden Gate Dr	Dublin	Yes	Yes	Yes	Yes
6-009	N	Dublin Boulevard	W	Glynnis Rose (Tassajara)	Dublin	Yes	Yes	Yes	Yes
6-014	S	Dublin Boulevard	E	John Monego Court- Tassajara	Dublin	Yes	Yes	Yes	Yes
6-016	N	Dublin Boulevard	W	Hacienda Drive (Sybase)	Dublin	Yes	Yes	No	Yes
6-028	N	Dublin Boulevard	W	Keegan Street	Dublin	Yes	Yes	Yes	Yes
6-034	S	Dublin Boulevard	E	Hacienda Drive	Dublin	Yes	Yes	Yes	Yes
6-035	S	Dublin Boulevard	W	Keegan Street	Dublin	Yes	Yes	Yes	Yes
6-036	S	Dublin Boulevard	E	Grafton Street	Dublin	Yes	Yes	Yes	Yes
6-039	N	Dublin Boulevard	W	Grafton Street	Dublin	Yes	Yes	Yes	Yes
7-000	W	Stoneridge Mall	@	Northwest Entrance	Pleasanton	Yes	No	Yes	No
7-001	W	(5526) Springdale Avenue	N	Stoneridge Drive	Pleasanton	Yes	Yes	Yes	Yes
7-003	Е	Foothill Road	S	Canyon Way	Pleasanton	Yes	Yes	Yes	Yes
7-006	W	Foothill Road	S	Dublin Canyon Rd	Pleasanton	Yes	Yes	Yes	Yes
7-007	S	(7799) Stoneridge Drive	Е	Foothill Road	Pleasanton	Yes	Yes	Yes	Yes
7-008	Е	Springdale Avenue	N	Stoneridge Drive	Pleasanton	Yes	Yes	Yes	Yes
7-037	N	Stoneridge Mall Rd	@	West Pleasanton BART	Pleasanton	Yes	Yes	Yes	Yes
7-038	N	Stoneridge Drive	Е	Foothill Road	Pleasanton	Yes	Yes	Yes	Yes
7-181	Е	Livermore Transit Center		Old First Street	Livermore	No	No	Yes	Yes
8-016	S	Owens Drive	W	Las Positas Boulevard	Pleasanton	No	Yes	No	Yes
8-018	W	Santa Rita Road	S	Stoneridge Drive	Pleasanton	No	Yes	No	Yes
8-022	W	Santa Rita Road	S	Black Ave.	Pleasanton	No	Yes	Yes	Yes
8-026	S	Neal Street	W	First Street	Pleasanton	No	Yes	Yes	Yes
8-028	Е	Stanley Boulevard	S	California Avenue	Pleasanton	No	Yes	Yes	Yes
8-032	N	Stanley Boulevard	W	California Avenue	Pleasanton	No	No	Yes	Yes
8-034	Е	Neal Street	N	First Street	Pleasanton	No	Yes	Yes	Yes
8-035	Е	Peters Street	S	Saint Mary's Street	Pleasanton	No	No	Yes	Yes
8-036	Е	Main Street	S	Vervais	Pleasanton	No	No	Yes	Yes
8-037	E	Santa Rita Road	@	Amador High School	Pleasanton	No	No	Yes	Yes
8-038	Е	Santa Rita Road		Black Avenue	Pleasanton	No	Yes	Yes	No
8-040	E	Santa Rita Road	N	Valley Avenue	Pleasanton	No	No	Yes	Yes
8-043	E	Santa Rita Road	N	Stoneridge Drive	Pleasanton	No	Yes	No	Yes

			ln					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
8-045	Ν	Las Positas Boulevard	W	Santa Rita Road	Pleasanton	No	Yes	No	Yes
8-046	E	Owens Drive	N	Andrews Drive	Pleasanton	No	Yes	No	No
8-105	S	Las Positas Boulevard	E	Hopyard Road	Pleasanton	No	Yes	No	Yes
8-136	S	Stoneridge Drive	E	Gilbralter Drive	Pleasanton	No	Yes	No	Yes
Total Tier	1 Stops	77							
		TWICE PER WEEK							
1-014	S	North Canyons Parkway	E	Constitution Way	Livermore	No	Yes	No	No
1-015	S	North Canyons Parkway	Е	Independence Way	Livermore	No	Yes	Yes	No
1-016	S	North Canyons Parkway	E	Triad Drive	Livermore	No	Yes	No	No
1-018	N	North Canyons Parkway	W	Triad Drive	Livermore	No	Yes	No	No
1-019	Ν	North Canyons Parkway	W	Independence Way	Livermore	No	Yes	No	No
1-020	N	North Canyons Parkway	W	Constitution Way	Livermore	No	Yes	No	No
1-028	S	Airway Boulevard	W	Via Mateo (Mobile Home Park)	Livermore	No	Yes	No	No
1-030	W	Murrieta Boulevard	S	Portola	Livermore	No	Yes	No	Yes
1-033	W	Murrieta Boulevard	S	Olivina	Livermore	No	Yes	No	No
2-037	N	Bluebell Drive	@	Sunflower Drive	Livermore	No	Yes	No	Yes
2-038	N	Bluebell Drive	E	Las Flores Street	Livermore	No	Yes	Yes	Yes
2-039	W	First Street	S	Las Positas Road	Livermore	No	Yes	No	Yes
2-047	E	N. Livermore Avenue	N	Cromwell Way	Livermore	No	Yes	Yes	No
2-049	N	Las Positas Road	@	Wal-Mart	Livermore	No	No	Yes	Yes
2-067	N	Las Positas Road	Е	Plaza Drive	Livermore	No	No	Yes	No
2-069	N	Las Positas Road	W	N Livermore Ave (Home Depot)	Livermore	No	Yes	No	No
2-071	W	Livermore Avenue	S	Cromwell Street	Livermore	No	Yes	No	No
2-100	S	Las Positas Road	Е	Lawrence	Livermore	No	Yes	No	No
3-003	S	Stanley Boulevard	Е	El Caminito Drive	Livermore	No	No	Yes	No
3-015	N	Fourth Street	W	M Street	Livermore	No	No	Yes	Yes
3-022	N	Concannon Boulevard	W	Barcelona	Livermore	No	No	Yes	Yes
3-031	W	Murrieta Boulevard	S	Stanley Boulevard	Livermore	No	No	No	Yes
3-034	S	Fourth Street		P Street	Livermore	No	No	No	Yes
3-037	N	Murrieta Boulevard	E	Fenton Street	Livermore	No	Yes	Yes	Yes
3-049	E	Holmes Street	N	Concannon Boulevard	Livermore	No	Yes	Yes	Yes
3-056	E	Murrieta Boulevard	S	Stanley	Livermore	No	Yes	Yes	Yes
4-032	N	Fourth Street	W	J Street	Livermore	No	No	Yes	Yes
4-033	S	Fourth Street	E	K Street	Livermore	No	No	No	Yes
4-053	S	Pacific Avenue	Ē	Livermore Avenue	Livermore	No	Yes	Yes	Yes
5-004	S	Amador Valley Boulevard	E	Donohue Drive	Dublin	No	Yes	No	No

			ln					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
5-005	E	Village Parkway	N	Amador Valley Boulevard	Dublin	No	Yes	Yes	Yes
5-006	Е	Village Parkway	N	Tamarack Drive	Dublin	No	Yes	Yes	Yes
5-007	E	Village Parkway		Brighton Drive	Dublin	No	Yes	Yes	Yes
5-008	Е	Village Parkway		Davona Drive	Dublin	No	No	Yes	Yes
5-031	W	Dougherty Road		Mariposa Circle	Dublin	No	Yes	Yes	No
5-060	W	Village Parkway		Davona Way	Dublin	No	Yes	Yes	Yes
5-061	W	Village Parkway		Brighton Drive	Dublin	No	Yes	No	Yes
5-062	W	Village Parkway	S	Tamarack Drive	Dublin	No	Yes	No	Yes
5-076	S	Shannon Avenue	@	Shannon Park	Dublin	No	Yes	No	Yes
5-078	N	Shannon Avenue	&	Shannon Park	Dublin	No	Yes	No	Yes
5-099	W	Village Parkway	N	Triana Way (Elmwood)	Dublin	No	Yes	No	No
6-005	N	Broder Boulevard	@	Santa Rita Jail	Dublin	No	No	Yes	Yes
6-010	N	Dublin Boulevard	Е	Myrtle Drive	Dublin	No	Yes	No	No
6-011	N	Dublin Boulevard	W	Hibernia	Dublin	No	Yes	Yes	Yes
6-012	S	Dublin Boulevard	Е	Hibernia Dr	Dublin	No	Yes	Yes	No
6-013	S	Dublin Boulevard	Е	Myrtle Drive	Dublin	No	Yes	Yes	No
7-004	E	(5880) Stoneridge Mall Road	S	Embarcadero	Pleasanton	No	Yes	Yes	No
7-016	S	Stoneridge Drive	Е	Franklin Drive	Pleasanton	No	Yes	No	Yes
7-017	Ν	Stoneridge Drive	W	Hopyard Road	Pleasanton	No	Yes	No	Yes
7-029	Е	Johnson Drive	@	Clorox	Pleasanton	No	Yes	No	No
7-032	Е	Stoneridge Mall Road	N	McWilliams Lane	Pleasanton	No	Yes	No	No
8-001	E	Rosewood Drive	N	Rose Pavilion	Pleasanton	No	Yes	No	Yes
8-027	E	First Street	N	Kottinger Drive	Pleasanton	No	No	Yes	Yes
8-033	W	First Street	S	Ray Street	Pleasanton	No	No	Yes	No
8-044	W	Stanley Blvd	N	Old Stanley Blvd	Pleasanton	No	No	Yes	No
8-050	W	Rosewood Drive	@	Rose Pavillion	Pleasanton	No	Yes	No	No
8-052	W	(5057) Hopyard Road	S	Gibraltar Drive	Pleasanton	No	Yes	No	Yes
8-053	W	(4861) Hopyard Road	N	Stoneridge Drive	Pleasanton	No	Yes	No	Yes
8-056	W	Hopyard Road	N	Valley Trails Drive	Pleasanton	No	Yes	No	No
8-060	W	Sunol Boulevard	S	Mission Drive	Pleasanton	No	Yes	Yes	No
8-061	Е	(5220) Case Avenue	@	Pleasanton Middle School	Pleasanton	No	Yes	Yes	Yes
8-067	Е	Hopyard Road	S	Parkside Drive	Pleasanton	No	Yes	No	Yes
8-087	W	Valley Avenue	N	Koll Center (Pkwy)	Pleasanton	No	Yes	No	Yes
8-091	S	Vineyard Avenue	Е	Regalia Court	Pleasanton	No	Yes	No	Yes
8-100	N	Kottinger Drive	Е	Second Street	Pleasanton	No	Yes	Yes	No
8-130	N	Stoneridge Drive	W	Gibraltar Drive	Pleasanton	No	Yes	No	Yes
8-200	Е	Pleasanton Avenue	@	Fairgrounds NB	Pleasanton	No	No	No	No

			ln					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
Total Tier 2	2 Stops	66							
TIER 3 - CL			â					V	
1-004	<u> </u>	Murrieta Boulevard	S	Portola Avenue	Livermore	No	No	Yes	No
1-005	N	Airway Boulevard	W	Portola	Livermore	No	No	Yes	No
1-007	W	Rutan		Rickenbacker Place	Livermore	No	No	Yes	No
1-027	S	Airway Boulevard	Е	Sutter Street	Livermore	No	No	Yes	No
1-029	S	Airway Boulevard	W	Portola	Livermore	No	No	Yes	No
1-031	W	Murrieta Boulevard	S	Del Norte Road	Livermore	No	No	Yes	No
1-032	W	Murrieta Boulevard	S	Pine (Jack London Blvd)	Livermore	No	No	Yes	No
1-043	S	Pine Street	W	Rincon Avenue	Livermore	No	No	Yes	No
1-049	W	P Street	S	Linden Street	Livermore	No	No	Yes	No
2-009	W	Vasco Road	S	Industrial Way	Livermore	No	Yes	Yes	No
2-010	W	Vasco Road	S	Las Positas Road	Livermore	No	Yes	No	No
2-012	Е	First Street	N	Scott Street	Livermore	No	No	Yes	No
2-015	Е	First Street	N	Mines Road	Livermore	No	No	Yes	No
2-018	Е	Springtown Boulevard	N	Rhododendron Road	Livermore	No	No	Yes	No
2-020	Е	Springtown Boulevard	N	Oleander Drive	Livermore	No	No	Yes	No
2-023	W	Bluebell Drive	@	Marlin A Poung Neighbor Park	Livermore	No	No	Yes	No
2-040	W	First Street	S	Mines Road	Livermore	No	No	Yes	No
2-050	S	Las Positas Road	W	Plaza Drive (Target)	Livermore	No	No	No	No
2-079	S	Garaventa Ranch Road	Е	Hawk Common (Altamont Creek School)	Livermore	No	No	Yes	No
2-085	S	Las Positas Boulevard	W	N Mines	Livermore	No	No	Yes	No
2-087	N	Las Positas Road	W	N Mines Road (Kaiser)	Livermore	No	No	Yes	No
2-088	S	First	W	Inman (west of First Street Bridge)	Livermore	No	No	Yes	No
3-018	W	Holmes Street	S	Mocho Street	Livermore	No	No	Yes	No
3-019	W	Holmes Street	S	Elaine Avenue	Livermore	No	No	Yes	No
3-020	W	Holmes Street	N	El Caminito	Livermore	No	No	Yes	No
3-021	W	Holmes Street	S	Catalina Drive	Livermore	No	No	Yes	No
3-033	S	Fourth Street	Е	College	Livermore	No	No	Yes	No
3-038	Е	Wall Street	@	Granada High	Livermore	No	No	No	No
3-039	W	Wall Street	@	Granada High	Livermore	No	No	No	No
3-048	S	Concannon Boulevard	@	Barcelona Street	Livermore	No	No	Yes	No
3-051	E	Holmes Street	S	Anza Way	Livermore	No	No	Yes	No
4-008	S	East Avenue		East Avenue School	Livermore	No	No	No	No
4-009	S	East Avenue	Е	Xavier	Livermore	No	No	No	No
4-010	S	East Avenue	Е	Almond Avenue	Livermore	No	No	No	No

			l In					Amenities	
	Side of		Relation			Rapid		1	Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
4-011	S	East Avenue	W	Buena Vista Road	Livermore	No	No	No	No
4-012	S	East Avenue	@	Mines Road	Livermore	No	No	No	No
4-014	S	East Avenue	Е	Research Drive	Livermore	No	No	No	No
4-025	N	East Avenue		Buena Vista Road	Livermore	No	No	No	No
4-040	Е	Vasco Road	N	East Avenue	Livermore	No	Yes	Yes	No
4-041	E	Vasco Road		Mesquite Way	Livermore	No	Yes	Yes	No
4-042	Е	Vasco Road		West Gate Drive	Livermore	No	Yes	Yes	No
4-043	Е	Vasco Road	S	Patterson Pass Road	Livermore	No	Yes	No	No
4-075	S	East Avenue	E	Mines Road @ Mitra	Livermore	No	No	No	No
5-109	E	Dougherty Road		Mariposa Circle	Dublin	No	No	No	No
6-002	Е	Hacienda Drive	S	Summerglen	Dublin	No	Yes	No	No
6-026	S	Central Parkway	E	Chancery Lane	Dublin	No	Yes	No	No
6-027	S	Central Parkway	W	Grafton	Dublin	No	Yes	No	No
6-049	N	Dublin Boulevard	W	Fallon Road	Dublin	No	No	No	No
6-050	S	Dublin Boulevard	W	Fallon Road	Dublin	No	No	No	No
6-118	N	Kohnen Way	@	Fallon Middle School	Dublin	No	No	No	No
7-236	N	Penn Drive	N	Poplar Way (Wells Middle School)	Dublin	No	No	No	No
8-019	W	Santa Rita Road	S	Mohr Drive	Pleasanton	No	No	No	No
8-020	W	Santa Rita Road	N	Valley Avenue	Pleasanton	No	No	No	No
8-023	W	Santa Rita Road	@	Amador High School	Pleasanton	No	No	No	No
8-024	W	Santa Rita Road	N	Del Valle Parkway	Pleasanton	No	No	No	No
8-025	W	Peters Street	S	Division Street	Pleasanton	No	No	No	No
8-039	Е	Santa Rita Road	N	Francisco Street	Pleasanton	No	No	No	No
8-041	Е	Santa Rita Road	N	Mohr Drive	Pleasanton	No	No	No	No
8-042	Е	Santa Rita Road		Sutter Gate	Pleasanton	No	No	No	No
8-089	W	Case Avenue	@	Pleasanton Middle School	Pleasanton	No	No	No	No
8-090	Е	Sunol Boulevard	N	Mission Drive	Pleasanton	No	No	Yes	No
Total Tier	3 Stops	58							
TIER 4 - M	ONTHLY C								
1-002	Е	Murrieta Boulevard	S	Pine Street	Livermore	No	No	No	No
1-003	Е	Murrieta Boulevard	N	Huron Road	Livermore	No	No	No	No
1-006	N	Airway Boulevard	E	Sutter	Livermore	No	No	No	No
1-008	E	Kittyhawk Road	N	Lindbergh Avenue	Livermore	No	No	No	No
1-009	N	Kittyhawk Road	@	Livermore Auto Group	Livermore	No	No	No	No
1-010	N	Kittyhawk Road	W	Armstrong	Livermore	No	No	No	No
1-011	N	Kittyhawk Road	W	Nissen Drive	Livermore	No	No	No	No

			In					Amenities	
LAVTA ID	Side of Street	Street Location	Relation to Cross	Cross Street	City	Rapid Stop	Shelter?	Bench?	Trash Can?
1-012	N	Kittyhawk Road		Airway Boulevard	Livermore	No	No	No	No
1-012	S	Kittyhawk Road	E	Airway Boulevard	Livermore	No	No	No	No
1-022	S	Kittyhawk Road	E	Nissen Drive	Livermore	No	No	No	No
1-023	S	Kittyhawk Road	@	Livermore Auto Group	Livermore	No	No	No	No
1-025	W	Kittyhawk Road	S	Lindbergh	Livermore	No	No	No	No
1-034	N	Chestnut Street		M Street	Livermore	No	No	No	No
1-035	N	Olivina Avenue	W	P Street (e/o Ora Ave)	Livermore	No	No	No	No
1-036	N	Olivina Avenue	W	James Street	Livermore	No	No	No	No
1-037	N	Olivina Avenue	W	Rincon Avenue	Livermore	No	No	No	No
1-040	N	Olivina Avenue	W	Meadowlark Street (Dogwood Park)	Livermore	No	No	No	No
1-040	S	Pine Street	W	Comanche Court	Livermore	No	No	No	No
1-042	S	Pine Street	E	Algonquin Ave. (Livermore Center)	Livermore	No	No	No	No
1-044	S	Pine	W	P Street	Livermore	No	No	No	No
1-050	W	P Street	N	Olivina Avenue (Chestnut Street)	Livermore	No	No	No	No
1-060	E	Rutan Drive	N	Sonic Avenue	Livermore	No	No	No	No
1-061	W	Rutan Drive	N	Sonic Avenue	Livermore	No	No	No	No
1-062	N	Portola Avenue	E	Collier Canyon Road	Livermore	No	No	No	No
2-003	S	Preston Avenue	E	Pullman Street	Livermore	No	No	No	No
2-004	S	Preston Avenue	E	Commerce Way	Livermore	No	No	No	No
2-006	W	Preston Avenue	N	Las Positas Road	Livermore	No	No	No	No
2-007	N	Las Positas Road	W	Pullman	Livermore	No	No	No	No
2-013	E	First Street	S	Portola Avenue	Livermore	No	No	No	No
2-014	E	First Street	N	Portola Avenue	Livermore	No	No	No	No
2-017	E	Springtown Boulevard	N	Bluebell Drive	Livermore	No	No	No	No
2-021	Е	Springtown Boulevard	N	Rhododendron Road II	Livermore	No	No	No	No
2-022	S	Galloway Street	@	Percheron Street	Livermore	No	No	No	No
2-025	S	Scenic Avenue	@	Aquarius Street	Livermore	No	No	No	No
2-026	S	Scenic Avenue	W	Broadmoor Street	Livermore	No	No	No	No
2-027	Е	Broadmoor Street	S	Greenwich Street	Livermore	No	No	No	No
2-028	E	Broadmoor Street		Bridgeport Circle	Livermore	No	No	No	No
2-030	E	Broadmoor Street	S	Haggin Oaks Avenue	Livermore	No	No	No	No
2-031	S	Dalton Avenue	E	Pasatiempo Street	Livermore	No	No	No	No
2-033	N	Scenic Avenue	@	Leo Croce School	Livermore	No	No	No	No
2-034	N	Scenic Avenue	W	Broadmoor Street	Livermore	No	No	No	No
2-035	W	Heather Lane		Iris Street	Livermore	No	No	No	No
2-036	W	Bluebell Drive	S	Heather Lane	Livermore	No	No	No	No
2-041	Ν	First Street	W	Portola Avenue	Livermore	No	No	No	No

			In					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
2-043	Е	Junction Avenue	N	Chestnut Street	Livermore	No	No	No	No
2-044	Е	(610) Enos Street	@	Morgan Commons	Livermore	No	No	No	No
2-045	Е	(766) Enos Street	S	Portola Avenue	Livermore	No	No	No	No
2-046	N	Portola Avenue	Е	Livermore Avenue	Livermore	No	No	No	No
2-048	Е	(4750) Livermore Avenue	S	Las Positas Road	Livermore	No	No	No	No
2-051	S	Bluebell Drive	W	Las Flores Road	Livermore	No	No	No	No
2-052	S	Bluebell Drive	W	Sunflower Drive	Livermore	No	No	No	No
2-053	Е	Bluebell Drive	S	Heather Drive	Livermore	No	No	No	No
2-054	Е	Heather Lane	@	Iris Street	Livermore	No	No	No	No
2-055	N	Scenic Avenue	E	Aquarius Street	Livermore	No	No	No	No
2-056	N	Scenic Avenue	Е	Bluebell Drive	Livermore	No	No	No	No
2-058	Е	Bluebell Drive	N	Buckskin Street	Livermore	No	No	No	No
2-059	N	Galloway Street	W	Percheron Street	Livermore	No	No	No	No
2-060	W	Springtown Boulevard	@	Rhododendron Street	Livermore	No	No	No	No
2-062	W	Springtown Boulevard	@	Oleander Street	Livermore	No	No	No	No
2-063	W	Springtown Boulevard	@	Poppy Way	Livermore	No	No	No	No
2-065	W	Springtown Boulevard	S	Spring Valley Common South	Livermore	No	No	No	No
2-066	W	Springtown Boulevard	S	Bluebell Drive	Livermore	No	No	No	No
2-070	W	Livermore Avenue	S	Las Positas Road	Livermore	No	No	No	No
2-072	S	Portola Avenue	Е	Livermore Avenue	Livermore	No	No	No	No
2-073	W	Enos Street	S	Portola Avenue	Livermore	No	No	No	No
2-074	W	Enos Street	N	Junction Avenue	Livermore	No	No	No	No
2-075	W	Junction Avenue	N	Chestnut Street	Livermore	No	No	No	No
2-077	N	Chestnut Street	Е	Livermore Avenue	Livermore	No	No	No	No
2-078	S	Garaventa Ranch Drive	Е	Periwinkle	Livermore	No	No	No	No
2-081	W	Garaventa Ranch Drive	N	Scenic Avenue	Livermore	No	No	No	No
2-086	N	Chestnut Street	W	Junction Avenue	Livermore	No	No	No	No
2-089	N	Las Positas Road	W	Mountain Vista	Livermore	No	No	No	No
2-093	N	Las Positas Road	Е	Lawrence	Livermore	No	No	No	No
2-094	N	Las Positas Road	W	Preston	Livermore	No	No	No	No
2-097	S	Las Positas Road	Е	Vasco Road	Livermore	No	No	No	No
2-098	S	Las Positas Road	@	Pullman	Livermore	No	No	No	No
2-101	S	Las Positas Road		Mountain Vista	Livermore	No	No	No	No
2-102	S	Southfront Road	W	Mountain Vista	Livermore	No	No	No	No
2-103	W	Las Positas Rd		Arroyo Vista	Livermore	No	No	No	No
2-104	S	Northfront Rd	E	Vasco Rd	Livermore	No	No	No	No
2-105	S	Las Positas Rd	E	Contractors Place	Livermore	No	No	No	No

			In					Amenities	
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
2-106	S	Las Positas Rd	Е	Bennett	Livermore	No	No	No	No
2-107	S	Las Positas Rd	Е	Capitol St (285 Building)	Livermore	No	No	No	No
2-108	N	Las Positas Rd	W	Pullman St (Kaiser Depot)	Livermore	No	No	No	No
2-109	Z	Las Positas Rd	Е	Capitol St (5860 Building)	Livermore	No	No	No	No
2-110	E	Las Positas Rd	N	Arroyo Vista	Livermore	No	No	No	No
2-111	N	Las Positas Rd	Е	Bennett St	Livermore	No	No	No	No
2-395	N	National Drive	W	Longfellow Court	Livermore	No	No	No	No
2-396	N	Brisa Street	W	National Drive	Livermore	No	No	No	No
2-398	N	National Drive	W	Hawthorn Place	Livermore	No	No	No	No
3-016	N	Fourth Street	Е	P Street	Livermore	No	No	No	No
3-017	W	Holmes Street	S	Murrieta Boulevard	Livermore	No	No	No	No
3-024	N	Concannon Boulevard	W	Niagara Drive	Livermore	No	No	No	No
3-025	N	Concannon Boulevard	E	Pulsar Avenue	Livermore	No	No	No	No
3-026	Е	El Padro Drive	N	Tina Way	Livermore	No	No	No	No
3-027	Е	El Padro Drive	S	Canterbury	Livermore	No	No	No	No
3-028	E	El Padro Drive	N	Orange Way	Livermore	No	No	No	No
3-029	N	El Caminito	W	Andalucia Street	Livermore	No	No	No	No
3-030	Е	Wall Street	@	Caliente Ave	Livermore	No	No	No	No
3-032	S	Murrieta Boulevard	E	Fenton Street	Livermore	No	No	No	No
3-035	S	Fourth Street	W	M Street	Livermore	No	No	No	No
3-036	N	Fourth Street	Е	Holmes Street	Livermore	No	No	No	No
3-042	S	El Caminito	Е	Encino Drive	Livermore	No	No	No	No
3-043	S	El Caminito	@	Andalucia St	Livermore	No	No	No	No
3-044	W	El Padro Drive	N	Ontario Drive	Livermore	No	No	No	No
3-045	W	El Padro Drive	N	Canterbury Drive	Livermore	No	No	No	No
3-046	S	Concannon Boulevard	E	Pulsar Ave	Livermore	No	No	No	No
3-047	S	Concannon Boulevard	E	Vega Road	Livermore	No	No	No	No
3-050	E	Holmes Street	S	Vancouver Way	Livermore	No	No	No	No
3-052	Е	Holmes Street	N	Mocho Street	Livermore	No	No	No	No
4-005	S	Maple Street	W	Third Street	Livermore	No	No	No	No
4-031	N	Fourth Street	W	Maple Street	Livermore	No	No	No	No
4-044	Е	Vasco Road	N	Brisa Street	Livermore	No	No	No	No
4-048	N	Maple Street	W	Fourth Street	Livermore	No	No	No	No
4-056	W	Vasco Road	S	Patterson Pass Road	Livermore	No	No	No	No
4-057	W	Vasco Road	S	Daphne Street	Livermore	No	No	No	No
4-058	W	Vasco Road	S	Emily Street	Livermore	No	No	No	No
4-059	Е	Mines Road	N	East Avenue	Livermore	No	No	No	No

			In				Amenities		
	Side of		Relation			Rapid			Trash
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
4-060	E	Mines Road	@	Dana Circle	Livermore	No	No	No	No
4-061	Е	Mines Road	N	Patterson Pass Road	Livermore	No	No	No	No
4-064	W	Mines Road	S	North Dana Circle	Livermore	No	No	No	No
4-065	W	Mines Road		Dana Circle South	Livermore	No	No	No	No
4-066	W	Mines Road		Charlotte Way	Livermore	No	No	No	No
5-001	Е	Regional Street	N	Dublin Boulevard	Dublin	No	No	No	No
5-003	S	Amador Valley Boulevard	Е	Regional Street	Dublin	No	No	No	No
5-009	N	Davona Drive	Е	Briarwood Lane	Dublin	No	No	No	No
5-010	N	Davona Drive	@	Lucania Street	Dublin	No	No	No	No
5-011	N	Davona Drive	@	Wicklow Lane S	Dublin	No	No	No	No
5-012	N	Davona Drive	@	Wicklow Lane N	Dublin	No	No	No	No
5-016	S	Alcosta Boulevard	W	Fircrest Lane	Dublin	No	No	No	No
5-017	S	Alcosta Boulevard	W	Stagecoach Road	Dublin	No	No	No	No
5-018	W	Stagecoach Road	S	N Lake Drive	Dublin	No	No	No	No
5-019	W	Stagecoach Road	N	Jade Drive	Dublin	No	No	No	No
5-022	W	Stagecoach Road	N	Turquoise Street	Dublin	No	No	No	No
5-023	S	Amador Valley Boulevard	E	Stagecoach Road	Dublin	No	No	No	No
5-026	Е	Wildwood Road	N	S Cotton Wood Circle	Dublin	No	No	No	No
5-027	E	Wildwood Road	N	Parkwood Circle S	Dublin	No	No	No	No
5-029	Е	Wildwood Road	N	Parkwood Circle N	Dublin	No	No	No	No
5-032	W	Dougherty Road	N	Iron Horse Trail	Dublin	No	No	No	No
5-033	W	Dougherty Road	N	Sierra Lane	Dublin	No	No	No	No
5-034	E	Dougherty Road	N	Dublin Boulevard	Dublin	No	No	No	No
5-035	Е	Dougherty Road	S	Iron Horse Trail	Dublin	No	No	No	No
5-036	W	Wildwood Road	W	Dougherty Road	Dublin	No	No	No	No
5-037	W	Wildwood Road	S	S Parkwood Drive	Dublin	No	No	No	No
5-039	W	Wildwood Road	S	Cottonwood Circle	Dublin	No	No	No	No
5-040	Ν	Amador Valley Boulevard	W	Wildwood Road	Dublin	No	No	No	No
5-041	Ν	Amador Valley Boulevard	W	Stagecoach Road	Dublin	No	No	No	No
5-046	E	Stagecoach Road	S	south Topaz Circle	Dublin	No	No	No	No
5-047	E	Stagecoach Road	S	S. Jade Cricle	Dublin	No	No	No	No
5-050	Е	Stagecoach Road	N	N Lakes Drive	Dublin	No	No	No	No
5-051	Е	Stagecoach Road	S	Alcosta Boulevard	Dublin	No	No	No	No
5-052	N	Alcosta Boulevard	W	Fircrest Lane	Dublin	No	No	No	No
5-056	W	Davona Drive	N	Wicklow Lane N	Dublin	No	No	No	No
5-057	W	Davona Drive	N	Wicklow Lane S	Dublin	No	No	No	No
5-059	S	Davona Drive	W	Lucania Street	Dublin	No	No	No	No

			In				Amenities		
LAVTA ID	Side of Street	Street Location	Relation to Cross	Cross Street	City	Rapid Stop	Shelter?	Bench?	Trash Can?
5-063	N	Amador Valley Boulevard	W	Village Parkway	Dublin	No	No No	No	No
5-063	N	Amador Valley Boulevard	E	Donohue Drive	Dublin	No	No	No	No
5-067	W	Regional Street	N	Dublin Boulevard	Dublin	No	No	No	No
5-068	N	Dublin Boulevard	E	Donlon Way	Dublin	No	No	No	No
5-069	E	Silvergate Drive	S	Betlen Drive	Dublin	No	No	No	No
5-009	E	Silvergate Drive	N	Hansen Drive	Dublin	No	No	No	No
5-070	<u>_</u>	Silvergate Drive	S	Rolling Hills Circle	Dublin	No	No	No	No
5-072	S	Silvergate Drive	W	Amarillo Road	Dublin	No	No	No	No
5-073	E E		N		Dublin	No	No	No	No
5-074	<u>_</u>	Peppertree Road	S	Silvergate Drive	Dublin		No	No	No
		Peppertree Road		Shannon Avenue		No		_	
5-079	W	Peppertree Road	S	Juarez Road	Dublin	No	No	No	No
5-080	W	Peppertree Road	N	Silvergate Drive	Dublin	No	No	No	No
5-081	N	Silvergate Drive	@	Amarillo Road	Dublin	No	No	No	No
5-082	W	Silvergate Drive	N	Rolling Hills Drive	Dublin	No	No	No	No
5-083	W	Silvergate Drive	N	Hansen Drive	Dublin	No	No	No	No
5-084	W	Silvergate Drive	@	Betlen Street	Dublin	No	No	No	No
5-086	S	Dublin Boulevard	W	Golden Gate Avenue	Dublin	No	No	No	No
5-095	N	Dublin Boulevard	W	Donlon Way	Dublin	No	No	No	No
5-097	E	Village Parkway	S	Shavano Way	Dublin	No	No	No	No
5-098	E	Village Parkway	S	Alcosta Boulevard	Dublin	No	No	No	No
5-100	W	Village Parkway	S	Shavano Way (Kimball)	Dublin	No	No	No	No
5-401	Е	Vomac Road	N	Hollanda Way	Dublin	No	No	No	No
5-402	Е	Vomac Road	S	Deervale Road	Dublin	No	No	No	No
5-403	N	Vomac Road	W	San Ramon Road	Dublin	No	No	No	No
5-404	N	Vomac Road	E	Peppertree Road	Dublin	No	No	No	No
5-405	Е	Southwick Drive	S	Southwick Court	Dublin	No	No	No	No
5-406	Е	Southwick Drive	S	Westside Drive	Dublin	No	No	No	No
5-407	S	Alcosta Boulevard	Е	San Ramon Road	Dublin	No	No	No	No
5-408	S	Amador Valley	W	York Drive	Dublin	No	No	No	No
5-411	W	Southwick Drive	S	Westside Drive	Dublin	No	No	No	No
5-412	W	Southwick Drive	N	Beckett Way	Dublin	No	No	No	No
5-413	W	Vomac Road	W	Peppertree Road	Dublin	No	No	No	No
5-414	S	Vomac Road	W	San Ramon Road	Dublin	No	No	No	No
5-415	S	Vomac Road	E	Countess Court	Dublin	No	No	No	No
5-416	W	Vomac Road	N	Hollanda Lane	Dublin	No	No	No	No
6-001	E	Hacienda Drive	N	Dublin Boulevard (Haven Place)	Dublin	No	No	No	No
6-003	Ē	Hacienda Drive	S	Gleason	Dublin	No	No	No	No

			ln					Amenities		
	Side of		Relation			Rapid			Trash	
LAVTA ID	Street	Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?	
6-004	Е	Madigan		Broder	Dublin	No	No	No	No	
6-006	S	Gleason Drive	E	Arnold Road	Dublin	No	No	No	No	
6-007	S	Gleason Drive	W	Hacienda Drive	Dublin	No	No	No	No	
6-008	W	Hacienda Drive		Central Pkwy	Dublin	No	No	No	No	
6-017	S	Central Parkway	Е	Hacienda Drive	Dublin	No	No	No	No	
6-018	S	Central Parkway		Killian Street	Dublin	No	No	No	No	
6-019	Ø	Central Parkway		Glynnis Rose	Dublin	No	No	No	No	
6-020	Ν	Central Parkway	W	Hacienda Drive	Dublin	No	No	No	No	
6-021	S	Central Parkway		Hacienda Drive	Dublin	No	No	No	No	
6-023	N	Central Parkway	Е	Glynnis Rose (Emerald Park)	Dublin	No	No	No	No	
6-024	N	Central Parkway	W	Aspen Street	Dublin	No	No	No	No	
6-029	N	Dublin Boulevard	E	Brannigan	Dublin	No	No	No	No	
6-031	W	Keegan	N	Finnian (Bray Park)	Dublin	No	No	No	No	
6-032	N	Gleason	W	Creekside Drive	Dublin	No	No	No	No	
6-033	S	Gleason	W	Creekside Drive	Dublin	No	No	No	No	
6-038	Ν	Central Parkway	Е	Hacienda Drive	Dublin	No	No	No	No	
6-045	E	Fallon Road	N	Bent Tree Drive	Dublin	No	No	No	No	
6-051	Е	Fallon Road	N	Antone Way	Dublin	No	No	No	No	
6-052	Е	Fallon Road	N	Signal Hill Drive	Dublin	No	No	No	No	
6-053	W	Fallon Road	S	Silvera Ranch Road	Dublin	No	No	No	No	
6-054	W	Fallon Road	S	Signal Hill Drive	Dublin	No	No	No	No	
6-055	W	Fallon Road	N	Antone Way	Dublin	No	No	No	No	
6-056	W	Fallon Road	S	Gleason Drive	Dublin	No	No	Yes	No	
6-057	N	Central Parkway	W	Fallon Road	Dublin	No	No	No	No	
6-058	S	Gleason Drive	W	Madden Way	Dublin	No	No	No	No	
6-062	S	Positano Parkway	W	Valentano Drive	Dublin	No	No	No	No	
6-063	N	Positano Parkway	W	Valentano Drive	Dublin	No	No	No	No	
6-067	S	Positano Parkway	E	Vinton Avenue	Dublin	No	No	No	No	
6-406	Е	Tassajara Road	@	Bridgestone Circle	Dublin	No	No	No	No	
6-407	Е	Tassajara Road	@	Quarry Lane School	Dublin	No	No	No	No	
6-408	E	Tassajara Road	N	Silvera Ranch Road	Dublin	No	No	No	No	
6-411	Е	Tassajara Road	S	South Dublin Ranch Drive	Dublin	No	No	No	No	
6-412	S	North Dublin Ranch Drive	W	Cedar Crest Terrace	Dublin	No	No	No	No	
6-413	W	North Dublin Ranch Drive	N	Groveland Lane	Dublin	No	No	No	No	
6-414	S	Antone Way	Е	South Dublin Ranch Drive	Dublin	No	No	No	No	
7-009	Е	Johnson Drive	@	Patioworld	Pleasanton	No	No	No	No	
7-010	S	Johnson Drive	@	Hilton Hotel	Pleasanton	No	No	No	No	

			ln				Amenities		
	Side of		Relation			Rapid			Trash
LAVTA ID		Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
7-011	W	Johnson Drive	N	Owens Drive	Pleasanton	No	No	No	No
7-012	W	Johnson Drive	N	Franklin Drive	Pleasanton	No	No	No	No
7-013	W	Johnson Drive	N	Clorox Way	Pleasanton	No	No	No	No
7-014	Ν	Johnson Drive	S	Clorox Way	Pleasanton	No	No	No	No
7-015	N	(7363) Johnson Drive	E	Franklin Drive	Pleasanton	No	No	No	No
7-018	S	Johnson Dr.	E	Franklin Drive	Pleasanton	No	No	No	No
7-019	S	Johnson Drive	E	Bradley Drive	Pleasanton	No	No	No	No
7-020	N	Johnson Drive	E	Washington Mutual Way	Pleasanton	No	No	No	No
7-021	Е	Johnson Drive	@	Franklin Drive	Pleasanton	No	No	No	No
7-022	Е	Johnson Drive	N	Owens Drive (Loop)	Pleasanton	No	No	No	No
7-023	E	Johnson Drive	S	Owens Drive	Pleasanton	No	No	No	No
7-024	N	Johnson Drive	@	Hilton Hotel	Pleasanton	No	No	No	No
7-025	W	Johnson Drive	N	Commerce Drive	Pleasanton	No	No	No	No
7-026	W	Johnson Drive	@	Clorox	Pleasanton	No	No	No	No
7-028	W	Johnson Drive	@	FedEx	Pleasanton	No	No	No	No
7-036	N	Stoneridge Drive	Е	Canyon Way (@ Safeway	Pleasanton	No	No	No	No
7-176	N	Junction Avenue	W	Chestnut Street	Livermore	No	No	No	No
7-199	S	North Dublin Ranch Drive	Е	Springvale Drive	Dublin	No	No	No	No
7-231	Ν	Scenic Avenue	W	Ridgestone Road	Livermore	No	No	No	No
7-266	Е	First Street	N	Las Positas	Livermore	No	No	No	No
7-997	N	Old Bernal Avenue	W	Augustine Street (City Hall)	Pleasanton	No	No	No	No
8-002	N	Rosewood Drive	W	Old Santa Rita	Pleasanton	No	No	No	No
8-006	S	Rosewood Drive	E	Old Santa Rita Rd	Pleasanton	No	No	No	No
8-012	W	Chabot Drive	N	Gibraltar Drive	Pleasanton	No	No	No	No
8-013	W	(4741) Chabot Drive	S	Gibraltar Drive	Pleasanton	No	No	No	No
8-029	S	Stanley Boulevard	E	Bernal Avenue	Pleasanton	No	No	No	No
8-031	Ν	Stanley Boulevard	E	Shadow Cliffs Drive	Pleasanton	No	No	No	No
8-051	Е	Rosewood Drive	@	CarrAmerica	Pleasanton	No	No	No	No
8-062	Е	Case Avenue	S	Bernal Avenue	Pleasanton	No	No	No	No
8-063	Е	(7052) Valley Avenue	N	Bernal Avenue Gate 8	Pleasanton	No	No	No	No
8-064	E	(6917) Valley Avenue	N	Fairgrounds Gate 12	Pleasanton	No	No	No	No
8-065	Е	(6269) Valley Avenue	N	Paseo Santa Cruz Street	Pleasanton	No	No	No	No
8-066	Е	Valley Avenue	N	Hansen Street	Pleasanton	No	No	No	No
8-075	N	Las Positas Boulevard	E	Hacienda Drive	Pleasanton	No	No	No	No
8-078	N	Las Positas Boulevard	W	5753 Trapez Moble	Pleasanton	No	No	No	No
8-082	N	Las Positas Boulevard	W	Willow Road	Pleasanton	No	No	No	No
8-083	N	Las Positas Boulevard	Е	Hopyard Road	Pleasanton	No	No	No	No

	In				Amenities		
	Relation			Rapid			Trash
Street Location	to Cross	Cross Street	City	Stop	Shelter?	Bench?	Can?
Valley Avenue	N	Paseo Santa Cruz	Pleasanton	No	No	No	No
Valley Avenue	S	Via de Los Cerros	Pleasanton	No	No	No	No
Valley Avenue	S	Hansen Drive	Pleasanton	No	No	No	No
Case Avenue	S	Bernal Avenue	Pleasanton	No	No	No	No
Vineyard Avenue	W	Mavis Street	Pleasanton	No	No	No	No
Bernal Avenue	@	Palomino Drive	Pleasanton	No	No	No	No
Kottinger Drive	W	Bernal Ave. @ Sherry Ct.	Pleasanton	No	No	No	No
Kottinger Drive	@	Salvador Court	Pleasanton	No	No	No	No
Kottinger Drive	Е	Sharab Court	Pleasanton	No	No	No	No
Kottinger Drive	W	Adams Way	Pleasanton	No	No	No	No
Kottinger Drive	W	Amaral Circle	Pleasanton	No	No	No	No
Las Positas Boulevard	Е	Willow Road	Pleasanton	No	No	No	No
Willow Road	S	South Gibraltar Drive	Pleasanton	No	No	No	No
(4555) Chabot Drive	S	Stoneridge Drive	Pleasanton	No	No	No	No
Willow Road	N	Stoneridge Drive	Pleasanton	No	No	No	No
Willow Road	N	Gibraltar Drive	Pleasanton	No	No	No	No
Willow Road	S	Owens Drive	Pleasanton	No	No	No	No
Willow Road	S	Owens Drive	Pleasanton	No	No	No	No
Willow Road	N	Gibraltar Drive	Pleasanton	No	No	No	No
Willow Road	S	North Gibraltar Drive	Pleasanton	No	No	No	No
Chabot Drive	S	Stoneridge Drive	Pleasanton	No	No	No	No
Willow Road	S	South Gibraltar Drive	Pleasanton	No	No	No	No
Stoneridge Drive	W	Rialto	Pleasanton	No	No	No	No
Willow Road	N	Las Positas	Pleasanton	No	No	No	No
Rosewood Drive	@	CarrAmerica	Pleasanton	No	No	No	No
Koll Center Parkway (WB)	W	Koll Center Drive	Pleasanton	No	No	No	No
Koll Center Parkway (NB)	W	Koll Center Drive	Pleasanton	No	No	No	No
Koll Center Parkway (EB)	W	Valley Avenue	Pleasanton	No	No	No	No
Valley Avenue	N	Via de los Milagros	Pleasanton	No	No	No	No
	enue	enue N	enue N Via de los Milagros	enue N Via de los Milagros Pleasanton	renue N Via de los Milagros Pleasanton No	enue N Via de los Milagros Pleasanton No No	enue N Via de los Milagros Pleasanton No No No

PROPOSAL COVER FORM for Bus Stop/Station Cleaning Services RFP # 2015-03

Livermore Amador Valley Transit Authority (LAVTA) Livermore, CA

DATE SUBMITTED:
NAME OF INDIVIDUAL SUBMITTING PROPOSAL:
CONTACT PERSON:
NAME UNDER WHICH BUSINESS IS CONDUCTED:
STREET ADDRESS:
MAILING ADDRESS, IF DIFFERENT:
TELEPHONE:
FAX:
BUSINESS LICENSE NUMBER:
CONDITIONS:
1 The undersigned understands that he/she will be bound by the Proposal as expressed by the

- 1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by LAVTA. The Contract will be in accordance with this Proposal.
- 2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.
- 3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.

4.	The un	g Addenda:	

- 5. The undersigned understands that all proposals shall remain in effect for one hundred twenty (120) days from the date of the submittal.
- 6. The undersigned understands that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.
- 7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.
- 8. The undersigned will submit five sets of their proposal package and one electronic copy of the proposal on a CD or USB drive. The five sets of the proposal package and one electronic copy shall be placed in a sealed box (marked "Marketing and Communication Services Proposal"). The five sets of a proposer's proposal must be submitted as follows:

One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in a separate securely sealed envelope marked as follows:

ORIGINAL: BUS STOP/STATION CLEANING SERVICES PROPOSAL

Proposers are warned against making erasures or alterations of any kind without initialing each and every change.

Three sets of copies of the proposal submitted in a separate securely sealed envelope marked as follows:

COPIES: BUS STOP/STATION CLEANING SERVICES PROPOSAL

One electronic copy of the PROPOSAL on CD or USB drive.

The sealed box shall, prior to 2:00 pm Pacific Time on August 3, 2015, be delivered to:

Beverly Adamo
Director of Administrative Services
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

- 9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal.
- 10. The undersigned confirms the commitment of adequate resources to meet LAVTA's quality and schedule expectations.

SIGNED:

to do so.	ign this Proposal Form with full and proper authorization
Signature, Printed Name, and Titl	le e
Signature, Printed Name, and Titl	le e
IF CORPORATION:	
This Corporation is incorporated u	under the laws of the State of:

*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

Price Proposal Form Request for Proposal #2015-03

The following lump sum proposal prices includes all costs for labor, materials, services, equipment, applicable taxes, insurance, overhead, profits, transportation, delivery, storage and all other costs necessary to perform the work in accordance with the contract documents.

Year	r 1	\$		
Year	· 2	\$		
Year	· 3	\$		
	****	******	******	***
	Option year	s exercised sol	ely at LAVTA's	discretion.
Opti	on Year 1	\$		
Opti	on Year 2	\$		
GRAND T	OTAL PRICE:		\$	
SIGNED:				
	The undersigned ce authorization to do s		is Price Proposal F	orm with full and proper
	Company Name			
	Signature, Printed N	lame, and Title		
	Signature, Printed N	lame, and Title		

^{*}If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

CERTIFICATION REGARDING WORKER COMPENSATION

Contract with the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, 1362 Rutan Court, Livermore, California 94551, for Financial Auditing Services.

RFP # 2015-03

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated:	,	201 (Proposer)
	Ву	
		(Official Title)
(SEAL)		

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Proposer with the Authority prior to performing any work under this contract.)

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any LAVTA Board Member from participating in or influencing the decision on awarding a contract with LAVTA to anyone who has made campaign contributions totaling more than \$250 to the Board Member within the previous twelve months. The Levine Act also requires a member of the LAVTA Board who has received such a contribution to disclose the contribution on the record of the proceeding.

The LAVTA Board Members (as of May 18, 2015) are:

Dublin	David Haubert	Mayor
Dublin	Don Biddle	Councilmember
Livermore	Laureen Turner	Vice Mayor
Livermore	Steven Spedowfski	Councilmember
Pleasanton	Karla Brown	Vice Mayor
Pleasanton	Jerry Pentin	Councilmember
Alameda County	Scott Haggerty	Supervisor

proposals or the anticipated date of any	y Board action related to this contract?
YESNO if yes, please identify the Board Membe	er(s):
	oes not preclude LAVTA from awarding a contract to your firm. It does, Member(s) from participating in any actions related to this contract.
Date	Signature of authorized individual
	Type or write name of authorized individual
	Type or write name of company

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LAVTA Board Member in the 12 months preceding the date of the submission of your

APPENDIX C PROPOSED LAVTA AGREEMENT

SAMPLE

Appen Sampl	dix C e Agreement
	AGREEMENT, ("Agreement") made and entered into this day of, 2015 by stween the Livermore Amador Valley Transit Authority (Authority), and (Contractor).
	WITNESSETH
has iss	REAS, Authority desires to obtain Bus Stop/Station Cleaning Services (Project) and sued a Request for Proposals dated, 2015 (which is attached hereto corporated as Attachment 1); and
Service	REAS, Contractor is qualified and willing to provide said Bus Stop/Station Cleaning es and has submitted a proposal dated, 2015 (which is attached hereto corporated as Attachment 2).
	NOW, THEREFORE, Authority and Contractor agree as follows:
1.	RENDITION OF SERVICES
	The Contractor agrees to perform services to Authority in accordance with the terms and conditions of this Agreement.
2.	SCOPE OF SERVICES The scope of the Contractor's services shall consist of the services set forth in the Request for Proposal, Section II, Scope of Services. TERM AND TIME OF COMPLETION
	The term of this contract shall commence upon Authority's issuance of a Notice to Proceed and shall continue for a base period of three (3) years. The Contractor shall complete all work under this Agreement pursuant to the schedule established in the Request for Proposals, Section II, Scope of Services. LAVTA reserves the right, at its sole discretion, to exercise up to two additional option terms of one year each to extend the Contract. If LAVTA determines to exercise the first and/or subsequent option terms, LAVTA will give the Contractor at least 30-days advanced written notice of its determination to do so.
4.	COMPENSATION AND METHOD OF PAYMENT
	The Contractor agrees to perform all of the services included in Section 2 for the base term for a total all inclusive sum not-to-exceed fee of

The contractor shall provide LAVTA daily log sheets which will catalog the Contractor's efforts at maintaining the stops for each month. Information in the daily log shall at least include the stop location, stop identification number, amenities cleaned at each stop, the date of the cleaning, the time of the cleaning, and if powerwashing was completed. The log should also include the condition of the stop before maintenance.

Contractor may invoice Authority monthly, in arrears, for a pro-rated amount of the yearly fee. The Authority will approve all work and invoices prior to payment. The Authority shall make payment within 30 days of receipt of proper statements or invoices for the work performed in full conformance with the solicitation requirements, and approved by LAVTA's Director of Administrative Services or Executive Director.

All invoices should be sent to: Accounts Payable

Livermore Amador Valley Transit Authority

1362 Rutan Court, Suite 100 Livermore, CA 94551

5. CONTRACTOR'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _______ shall serve as the primary staff person of Contractor to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Contractor and approval by the Authority, which will not be unreasonably withheld, the Contractor may substitute this person with another person, who may possess similar qualifications and experience for this position.

6 CHANGES

Authority may, at any time, by written order, make changes within the Scope of Work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 3. In the event that the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule or the amount of compensation specified herein, Contractor shall so advise Authority immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the Authority prior to the time that Contractor performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

7. <u>CONTRACTOR'S STATUS</u>

Contractor is an independent contractor and not an employee or agent of Authority and has no Authority to contract or enter into any other agreement in the name of Authority. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

8. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless LAVTA, the City of Livermore, the City of Dublin, the City of Pleasanton, and the County of Alameda, and their respective council members, supervisors, directors, officers, agents and employees, or any of them (collectively "LAVTA Indemnitees") from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent act, or failure to act, of Contractor, its officers, agents, employees and subcontractors or any of them, under or in connection with this agreement; and Contractor agrees at its own cost, expense and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against LAVTA Indemnitees arising out of Contractor's negligent acts or failures to act, and to pay and satisfy any resulting judgments. This provision will survive termination or expiration of the Agreement.

9. INSURANCE

The insurance requirements specified in this section shall apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Contractor shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

A. Minimum Types and Scope of Insurance

1.) Workers' Compensation and Employers' Liability Insurance

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- Employers' Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2.) Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Contractor's operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Cross Liability or Severability of Interests Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3.) Business Automobile Liability Insurance

Sample Agreement

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
 - All Owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

ENDORSEMENTS

A. Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2.) Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3.) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.

4.) Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore

Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

10. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

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

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

11. HAZARDOUS MATERIALS

Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of performance of the Contract. Contractor shall immediately report any such release to LAVTA. It is the intent of the parties that Contractor shall be solely responsible in all circumstances for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against LAVTA by any agency as a result of such release and shall hold harmless, indemnify and defend LAVTA from any claims or liability arising from such release, regardless of the absence of negligence or other malfeasance by Contractor, except to the extent such claims or liabilities were caused by the active negligence of LAVTA. The duties to defend and indemnify LAVTA survive termination of this contract.

For purposes of this Section only, the term "claims" shall include (i) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (ii) any claim, cause of action, or administrative or judicial proceeding brought against LAVTA, its directors, or employees, or for any loss, cost (including reasonable

Sample Agreement

attorneys' fees), damage or liability sustained or suffered by any person or entity, including LAVTA.

12. CONFLICT OF INTEREST

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to Authority as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

No member, officer or employee of the Authority or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

13. LABOR PROTECTION

The Contractor and its subcontractors are responsible for full compliance with the Displaced Janitor Opportunity Act (the "Act"), California Labor Code Section 1060, et seg. Pursuant to the law, the Contractor and its subcontractors must retain for a sixty (60) day transition period all janitorial/building management employees of the contractor(s) currently providing building management services and their subcontractors if any, (but not including managerial, supervisory or confidential employees. including those employees who could be so defined under the Federal Fair Labor Standards Act) who have worked at least four months at the bus stop locations specified in Appendix A. The only exception shall be if the Contractor or its subcontractors have reasonable and substantiated cause not to hire a particular employee based upon that employee's performance or conduct while working under the current contractor(s) and/or their subcontractors, if any. The Contractor and its subcontractors shall give a written offer of employment to each retained employee as required under Labor Code Section 1061(b)(2).

Within three (3) working days after the Contract has been awarded, the prior contractor and its subcontractors shall provide to the Contractor and its subcontractors the name, date of hire and job classification of each employee employed at LAVTA as covered by the prior contractor's contract. LAVTA shall notify the prior contractor and its subcontractors of the identity of the Contractor and its subcontractors as soon as practicable to facilitate the transfer of this information.

The Act has numerous recordkeeping and other requirements that the Contractor must follow. The Contractor should review the Act to ensure that they comply with the law.

In addition to the requirements of the Act, LAVTA will also require, upon the commencement of the Contract and throughout the full term of the Contract, that the Contractor and its subcontractors maintain a list of all employees providing the services required under the Contract. This list of employees must indicate which employees were employed by the prior contractor(s) and subcontract(s) providing janitorial and building management services, if any. The Contractor and its subcontractors must also maintain a list of all janitorial/building management employees of the prior contractor(s) and subcontractor(s) that were not retained by the Contractor and/or its subcontractors, and such list must indicate the reasons why such employees were not retained.

Upon request from LAVTA, the Contractor and its subcontractors must provide such lists to LAVTA within ten days of having such request. LAVTA has the ability to request such lists through the term of the Contract.

The Contractor shall be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1060 et. seq., whether made by the Contractor's own employees, the employees of its subcontractors, or employees of the prior contractor or its subcontractors, arising from or related to the terms and conditions of employment of employees hired to work for the Contractor as of the effective date of this Contract. Notwithstanding any other provision of this Contract, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to the Contractor or claim or liability for which the Contractor is entitled to indemnification or reimbursement from LAVTA. The Contractor shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees or employees of the prior Contractor, pursuant to Labor Code Section 1060 et. seq. both during and subsequent to the term of the Contract.

At least six (6) months before the end of the Contract, the Contractor and its subcontractors shall provide to LAVTA a list of all employees working at the bus stop locations specified in Appendix A. This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by LAVTA to future bidders for a new contract that will commence whenever the current contract term ends. The Contractor and its subcontractors' must provide updates on a monthly basis of the employee lists after the original employee list has been submitted at least six (6)

months prior to the end of the Contract. The Contractor's and its subcontractors' obligation to provide monthly updates of the employee lists shall last until the end of the Contract term. If a new contract is awarded to a different contractor at the end of the Contractor's Contract, pursuant to the Act, the Contractor must provide to the new contractor the name, date of hire, and job classification of each employee employed at the bus stop locations specified in Appendix A covered by the Contractor's Contract within three (3) working days after the Contractor has been notified by LAVTA of the identity of the new contractor.

14. <u>TERMINATION</u>

LAVTA shall have the right to suspend or terminate this Agreement at any time by giving written notice to the Contractor. Upon receipt of such notice, the Contractor shall not commit itself to any further expenditure of time or resources.

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

15. SUBCONTRACTS

Contractor shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the Authority, and any attempt thereat shall be void and unenforceable. In the event that Contractor enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Contractor, and Authority shall have no obligation to them.

16. ASSIGNMENT OF AGREEMENT

Contractor shall not assign this Agreement or any part thereof without prior express written consent of Authority, and any attempt thereat shall be void and unenforceable.

17. NOTICES

Except for invoices submitted by Contractor pursuant to Article 4, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To Authority: Executive Director

Livermore/Amador Valley Transit Authority

1362 Rutan Court

Suite 100 Livermore, CA 94551

To Contractor:

18. <u>NON-DISCRIMINATION</u>

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

19. EQUAL EMPLOYMENT OPPORTUNITY

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

20. LAWS AND REGULATIONS

Contractor shall comply with its standard of care with regard to any and all laws, statutes, ordinances, rules, regulations and procedural requirements of any national, state or local government and of any agency of such government, including Authority, which relate to or in any manner affect the performance of this Agreement. This Agreement and any related documents supplied hereunder are subject to the California Public Records Act.

21. CHOICE OF LAW

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the state.

22. DAMAGES.

Contractor shall bear all responsibility for any and all damage to any Authority property arising from actions or inactions of Contractor. Contractor shall protect from damage existing property, belonging to the Authority or any third parties

affected by Contractor's activities and shall provide appropriate protection for all such property during progression of the work. Should any of Authority's or third party property be damaged, such property shall be repaired or replaced at Contractor's expense to the satisfaction of the Authority, and if applicable, to the satisfaction of the affected third party. No extension of time will be allowed for repair or replacement of such damaged items. Should Contractor not repair or replace such damaged items, Authority shall have the right to take corrective measures itself and deduct the cost from any sums owed to the Contractor.

23. FORCE MAJEURE

It is expressly agreed that if the Contractor shall be delayed or interrupted in the performance or completion of its work hereunder by any act, neglect or default of the Authority, or of any employee of the owner, or of any other contractor employed by the Authority, or by an embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the Authority, or any manufacturer, supplier or carrier of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

24. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties. Contractor represents that in entering into this Agreement, it has not relied on any previous representations, inducements or understandings of any kind or nature.

25. SEVERABILITY

If any provision, or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

26. BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

27. ATTORNEY'S FEES AND OTHER FEES

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

Appendix	<u> </u>

Sample Agreement

TRANSIT AUTHORITY

THE LIVERMORE AMADOR VALLEY

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

Executive Director	By*
Date:	Title
<u> </u>	By*
	Title
	Date:
APPROVED AS TO FORM:	DIE
Зу:	, , ,
Attorney for the Authority	

*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).