

**A REQUEST FOR PROPOSALS
FOR PARATRANSIT OPERATIONS & MAINTENANCE
#2020-04**



**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 RUTAN COURT, SUITE 100
LIVERMORE, CA 94551**

July 31, 2020

NOTICE TO PROPOSERS

The Livermore Amador Valley Transit Authority (LAVTA), located in Eastern Alameda County, California, invites proposals for paratransit operations and maintenance for a three (3) year period, with an option to extend for four (4) additional years in any combination deemed appropriate.

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 request for proposal may be obtained from:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Telephone: (925) 455-7555

LAVTA seeks proposals from qualified firms with strong experience in delivering high quality paratransit services.

Prospective Proposers are strongly encouraged to attend a pre-proposal meeting be held on **August 11, 2020**, at 10:00 a.m. PDT via Zoom. Meeting details will be provided at a later time and posted at www.wheelsbus.com. All proposals must be received by LAVTA by 4:00 p.m. PDT on **September 4, 2020**, as specified in the solicitation documents. No proposals will be accepted after this time and date. Any proposal received after the closing time will be returned unopened to the sender.

Proposing firms must not be on the Comptroller General's list of ineligible bidders. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request for Proposals and will not be subjected to discrimination of the basis of race, color, sex, or national origin in consideration for an award.

This solicitation has been divided into three (3) sections:

- I. **Terms and Conditions** – Sets the expectations and goals for the solicitation process itself. Also sets any deliverables expected.
- II. **Scope of Work** – Details the specific nature of the LAVTA services. This section should be used as reference for clarification of items needed in Section 1.
- III. **Required Clauses** – Predominantly Federal Transit Administration language and required clauses.

Additionally, there are forms, exhibits, and attachments to this solicitation. All have been designed to provide a clear review of the requirements associated as well as guidance to Proposers as they prepare solicitation responses.

Tamara Edwards

Tamara Edwards
Director of Finance
Livermore Amador Valley Transit Authority (LAVTA)

Section 1

Terms and Conditions

Section I – Terms and Conditions

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SECTION I

TERMS AND CONDITIONS

1 GENERAL INFORMATION

1.1 Overview

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

LAVTA is governed by a seven-member board of directors composed of two elected officials from each city's City Council and one member appointed by the Alameda County Board of Supervisors. LAVTA provides local public transit services to the cities of Dublin, Pleasanton, and Livermore, and nearby unincorporated portions of eastern Alameda county, which are collectively known as the Tri-Valley. The service area covers approximately 40 square miles and has approximately 236,000 residents (2018).

LAVTA provides the following transportation services:

- Fixed Route Service
- Bus Rapid Transit Service
- On-demand services through the Tri-Valley through a partnership with Uber and Lyft
- Dial-a-Ride Service

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

1.2 Service Operations

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

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

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

LAVTA updated its paratransit policies, procedures, and practices in 2013. A copy of the Board-adopted policy is included as Exhibit F. Proposers are encouraged to review these policies and confirm that they will operate in accordance with these policies, or specifically call out in their proposals those terms of the policies that they wish to negotiate.

The estimates below are not a guarantee of future service conditions. LAVTA provides the following information as a point of reference.

Annual Statistics	Trips	Revenue Hours	Revenue Miles
FY 2017	50,433	29,474	383,902
FY 2018	48,872	31,219	334,625
FY 2019	46,123	38,684	283,889
FY 2020	34,687	27,833	188,232

2 CAPITAL EQUIPMENT AND FACILITIES

2.1 Vehicles (Revenue and Non-Revenue)

Proposer will be responsible for providing revenue and non-revenue vehicles for the DAR service.

2.2 Facilities

LAVTA owns and operates out of two facilities:

- Rutan Administration, Operations and Maintenance (O&M) Facility located at 1362 Rutan Court, Livermore, CA 94551.
- Atlantis Facility located at 875 Atlantis Court, Livermore, CA 94551

The Rutan Facility currently houses fixed route O&M, DAR administration (General Manager and dispatchers), and LAVTA administration. The Atlantis Facility is the future home of LAVTA and is primarily being used for vehicle parking. Until the facility is fully constructed, Proposer may enter into a separate lease agreement with LAVTA for the use of the site.

3 OBJECTIVES OF THIS RFP

LAVTA currently provides DAR service by contracting the operations and maintenance of that service to a single firm that provides all services using multiple subcontractors. For the services rendered, the firm is paid based on an all-inclusive cost per trip rate.

In this RFP, LAVTA is open to different service delivery approaches that can result in:

- Reduced costs
- More efficient use of resources
- Improved quality of service
- Reduced risk and claims
- Increased productivity

The initial term of the agreement shall be from January 1, 2021, through and including June 30, 2024. Upon completion of the initial term, LAVTA, at its sole discretion, may

extend the term of this agreement for up to four additional one-year terms, at the price specified in the proposal for the amount of service to be operated.

4 SELECTION PROCESS

4.1 Proposed Schedule of Events

Task	Date
Issue Request for Proposals (RFP)	July 31, 2020
Pre-Proposal Meeting (10:00 a.m. PDT)	August 11, 2020
Deadline for Questions (12:00 noon PDT)	August 14, 2020
Response to Questions	August 19, 2020
Technical Proposals Due (4:00 p.m. PDT)	September 4, 2020
Interviews with Selected Proposers	September 22-25, 2020
LAVTA Board of Directors Awards Contract	November 2, 2020
Successful Proposer Starts Service	January 1, 2021

4.2 Pre-Proposal Meeting

LAVTA will hold a pre-proposal meeting for the purpose of responding to reasonable questions pertaining to the project and proposal content. All interested Proposers are strongly encouraged to attend. Any questions that require modification to the meaning or intent of the RFP must be submitted in writing as described below. Oral statements, interpretations, or modifications are not binding on LAVTA.

4.3 Requests for Clarification

Any questions, request for interpretations or comments regarding the RFP must be submitted in writing to LAVTA no later than the date specified in Section 4.1. A response to all questions and comments, including those presented at the Pre-Proposal meeting, will be returned to the Proposers by the date specified above. Oral interpretations will not be binding on LAVTA.

4.4 Evaluation Process

Evaluation of Proposals will be conducted by an Evaluation Panel. The Evaluation Panel may draw on subject matter expertise from resources both internal and external to LAVTA.

LAVTA may reject any Proposal in which the qualifications or prices are not deemed to be within an acceptable or competitive range or if a proposal is incomplete or vague and not submitted in compliance with the requirements of this RFP. LAVTA may seek clarifications and additional information from any or all Proposers regarding their

Proposals, or may request that Proposers submit modified Proposals or Best and Final Offers.

Following an initial review and screening of the Proposals, using the selection criteria set forth below, one or more firms *may* be invited to participate in an interview and/or *may* be requested to provide clarifications, answer any questions, or submit modified proposals.

Following conclusion of review of written proposals, as well as any interviews, submission of additional information or modified proposals as described above, the Evaluation Panel will rank the proposers based upon the evaluation criteria listed below. Following such ranking, the Evaluation Panel may conclude the process and recommend award of a contract, or it may, at its discretion, solicit Best and Final Offers from the highest-ranked firm(s), as determined at its discretion.

LAVTA may accept the Proposal or negotiate the terms and conditions of the Contract with the highest-ranked firm. If negotiations are unsuccessful, LAVTA 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, LAVTA may repeat the negotiations process with the next highest-ranked firm or, at its sole discretion, LAVTA may reject all remaining Proposals.

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

This RFP does not commit LAVTA to awarding a Contract. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. LAVTA reserves the right to reject any and all Proposals, the right at its sole discretion to accept the Proposal it considers most favorable to LAVTA's interest, and the right to waive minor irregularities. LAVTA further reserves the right to reject all Proposals and seek new Proposals when such procedure is reasonable and in the best interest of LAVTA.

The Evaluation Panel shall submit to the Executive Director the highest-ranked proposer(s) based on the process described above. The Executive Director shall make a recommendation for award to LAVTA's Board of Directors based on which proposal is in LAVTA's best interest. If an award of contract is made, LAVTA reserves the right to award the Contract to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to LAVTA and best meets the requirements of LAVTA, including technical approach, qualifications, and cost.

5 SELECTION CRITERIA

The evaluation of proposals will be based on the following criteria:

1. The experience of the local management team and the company including but not limited to the following: **(30 points)**

- The experience of the company, the proposed General Manager, and the proposed key management personnel to operate and maintain high-quality, customer-friendly, on-time public transit services while minimizing customer complaints, preventable road calls, and preventable accidents
- The General Manager's experience managing transit operations and maintenance functions, the size and complexity of prior transit management experience, and the demonstrated results attributed to the General Manager's acumen
- The level of experience of the other key management personnel in the areas for which they will be responsible
- The breadth of the company's other transit contracts and any company-wide programs that would be made available to LAVTA
- Experience in delivering safety in operations and maintenance
- Experience in delivering excellence in customer service
- References

2. Cost of providing the contractual services **(30 points)**

Costs for the base year and costs of varying future service levels beyond the base year will be considered in the evaluation of the proposal. Using the Cost Proposal Form 1.1, Proposers will be evaluated as follows:

- Total annual cost of the base year will be evaluated
- Total cumulative year 2 through year 7 escalators will be evaluated. LAVTA may consider both the amount of the escalators and the timing — for instance, whether price increases are reasonably apportioned across seven years or otherwise substantially front- or end-loaded.
- Workforce estimates for lower/higher levels of service will be evaluated to ascertain the reasonableness.

3. Approach to Scope of Work **(30 points)**

Firm's approach to the scope of services, including compliance with all requirements, to maximize safe and efficient operation, including quality assurance procedures and commitment to services standards/performance goal.

The approach to the scope of work may include innovative and implementable ideas to streamline service delivery, improve efficiencies, and manage costs, while demonstrating a solid commitment to the quality provision of ADA paratransit service in the Tri-Valley. In addition, the approach to the scope of work may identify creative ways to improve customer service, manage and improve on-time performance, maximize safety, increase productivity, and implement technological improvements and innovations.

4. The commitment to the existing workforce **(10 points)**

As required by California Labor Code Section 1072, and as described further below, Proposers must state whether or not it will retain the employees of the prior contractor for a period of not less than 90 days. LAVTA shall award 10 points to any Proposer who agrees to retain the employees of the prior contractor. Partial points will not be awarded in this category.

6 PROPOSAL CONTENT – INSTRUCTIONS TO PROPOSERS

LAVTA has designated Tamara Edwards to be the Agency Point of Contact regarding this solicitation. All correspondence and sealed proposals shall be directed to:

Tamara Edwards
Director of Finance
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
tedwards@lavta.org

Proposers shall not contact, lobby, or communicate with any member of the Board of Directors, or employees or agents of LAVTA, regarding the RFP or the selection process.

6.1 Adherence to Proposal Form

The intent of this RFP is to encourage responses that clearly communicate the Proposer's understanding of the scope of work and its approach to successfully providing the services required herein. The proposals shall provide this information in a concise and well-organized manner. While there is no specified page limit on proposals, extraneous materials that do not directly pertain to the requirements of this RFP are not desired. Proposals will follow the format outlined below, and shall be submitted on the forms provided. Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested in the RFP may result in rejection of the proposal.

6.2 Required Submittal Information

Sealed Proposals must be submitted by 4:00 p.m. PDT on the date specified in Section 4.1. Proposers shall submit one (1) original print, eight (8) additional print copies and one (1) electronic copy in PDF or Microsoft Office format to the designated Agency Point of Contact listed above.

The following information must be in the proposal:

6.2.1 Organizational Information – Cover Letter

Statement of firm's organizational structure, experience, history, legal status (i.e., partnership, corporation, etc.), capabilities, financial solvency, list of owners and officers, and management philosophy. Include information on how Proposer intends to

manage the transit staff and system. Proposals must also indicate that the firm is prepared to enter into a contract with LAVTA in accordance with the terms and conditions set forth in this RFP, and bind the Proposer to the proposed scope of services and price proposal for 210 calendar days from the date submitted. Proposers must also state whether or not the proposing firm will retain the employees of the prior contractor for a period of not less than 90 days.

6.2.2 References

List up to ten contract services of similar operation (both current and former) that Proposer's firm has provided during the preceding five (5) years, including the name of the agency, company or entity, contact person, and phone number.

6.2.3 Personnel

Key positions to be filled by the Proposer are of specific concern to LAVTA. A Project or General Manager and key staff must be included with any proposal. The names and resumes of these specific individuals shall be provided as part of the proposal. If a Proposer intends to hire existing staff or subcontractors for any of these positions this must be indicated in the proposal.

Proposers are instructed not to submit managers for consideration unless these individuals are expected to be available for the entire contract period on a full-time basis. These individuals must also be available for interviews during the selection process. LAVTA reserves the right to reject management candidates for the positions listed above without nullifying a Proposers bid. Throughout the term of the agreement, in the event of a vacancy in one of the listed positions, LAVTA reserves the right to interview and approve candidates. Any proposed modifications to the management structure described in this section should be clearly described in the proposal and reflected in Proposal Form 1.1.

For all employees of Proposer, consent of the LAVTA Executive Director must be received to hire applicants convicted of a felony within the last seven (7) years.

6.2.4 Cost Proposal

This Contract will be reimbursed on a two-tier formula that includes payment of a:

- Fixed monthly rate, and a
- Fixed hourly rate for revenue service hours. Revenue service hours are the time when a vehicle is available to the general public and there is an expectation of carrying passengers. Revenue service includes layover/recovery time and excludes deadhead.

Proposer shall submit a detailed breakdown on attached Proposal Form 1.1. Failure to complete the form will result in the rejection of the proposal. Special attention should be paid to the following instructions:

- Proposer shall submit fixed hourly rates and fixed monthly rates for January 1, 2021, through June 30, 2022, the base year of the Contract. Proposers shall also specify escalation or inflation factors that would apply over the next six years. In order to align with LAVTA's fiscal year, the initial base year will span 18 months. Subsequent contract years will span 12 months and begin annually on July 1. Form 1.1 will be used to determine future-year contract costs which will be dependent on the number of service hours LAVTA intends to provide in a future year, escalated by the proposed rates over the relevant number of years it is from the base year.
- This form reflects the fact that economic conditions will largely dictate whether future service levels will increase or decrease over time. The figures in Proposal Form 1.1 shall reflect changes in the fixed monthly rate that include increases/decreases in personnel as service levels vary. They shall also reflect in the fixed hourly rate the effect that varying service levels have on the numbers of personnel required.

6.2.5 Federal and State Laws Regarding Current Employees

Proposers are hereby notified that LAVTA receives federal mass transit funds, and that, under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any "project" that LAVTA initiates that uses the federal mass transit money. For covered employees, such protections include: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or their job is eliminated; and (d) providing paid training.

No provision of the Agreement will require Contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any "project" as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. Nevertheless, Contractor will be responsible for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements (including alleged worsening of employment conditions), whether made by Contractor's own employees, the employees of its subcontractors, employees of any former contractor of LAVTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of the Agreement or as a result of any increases or reductions in the level of those services thereafter.

Notwithstanding any other provision of the Agreement, no cost or liability for which Contractor is responsible under this section shall be deemed an allowable cost payable to Contractor or a claim or liability for which Contractor is entitled to indemnification by LAVTA.

The Contractor and its subcontractors are responsible for full compliance with California Labor Code Section 1070, et seq. This law also establishes incentives for submitting proposals for public transit service contracts that will retain qualified employees of the prior contractor or its subcontractor to perform the same or similar work for a period of at least 90 days, which protects qualified public transit employees against significant economic dislocation. Pursuant to the law, the Proposer must declare in its proposal whether or not it and its subcontractor(s) will retain the employees as defined by California Labor Code Section 1071(d) of the prior contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days. The Contractor and its subcontractor(s) that declare it will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification. Nothing in California Labor Code Section 1070 et seq. requires the Contractor or subcontractor(s) to pay the same wages or offer the same level of benefits provided by the prior contractor or subcontractor(s). The Contractor will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Within three (3) working days after the contract has been awarded, the prior contractor shall provide the name, address, date of hire, wage, benefit level, and job classification of each employee employed at the locations covered by the prior contractor's contract, which LAVTA will disclose to the new Contractor as soon as practicable to facilitate the transfer of this information.

In order to facilitate the provisions of the law, LAVTA requires that upon the commencement of the Contract and throughout the full term of the Contract, that the Contractor maintain a list of all employees providing the services required under the Contract, which includes the information above and must indicate which employees were employed by the prior contractor. The Contractor must also maintain a list of all employees of the prior contractor that were not retained by the Contractor, and such list must indicate the reasons why such employees were not retained.

In addition, the Contractor and its subcontractor(s) must submit a current employee list to LAVTA that will be updated on a monthly basis. This list of employees shall indicate the length of service of each employee, their job title and description, and their current wages/salary. LAVTA has the ability to request such lists at any time throughout the term of the Contract. 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's and its subcontractors' obligation to provide monthly updates of the employee lists will 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, the Contractor must provide the name, address, date of hire, wages, benefit level, and job classification of each employee and subcontractor working under the current Contract within three (3) working days of the notification by LAVTA.

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 1070 et seq., whether made by the Contractor's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), 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 of 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 of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Contract.

LAVTA shall have the right, in its sole discretion, to reject or require the removal either temporarily or permanently, by notice to the Contractor, any operator furnished by the Contractor, including any operator previously furnished by the Contractor and accepted by LAVTA. With respect to the service provided under this Contract, the Contractor shall promptly replace any operator not acceptable to or rejected by LAVTA.

Proposer shall describe hiring policies and procedures, including approach and philosophy to minimize employee turnover and to maintain a stable work force.

6.2.6 Vehicle Servicing, Maintenance, and Repair

Proposer shall submit a plan for providing vehicle servicing, maintenance, and repair, including inspection schedules, staffing approach, repair capabilities, cleaning and washing schedules, etc., and adhere to federal, state and local health orders as well as Centers for Disease Control and Prevention (CDC) guidelines regarding health and safety threats.

6.2.7 Driver Training and Retention

Submit a description of hiring and formal training programs for drivers. Also submit a sample curriculum that fully satisfies the minimum requirements described in the Scope of Work. Identify training personnel and their experience relevant to this Contract. This plan should include principles and values detailed in the LAVTA Customer Relations Program. Special attention should be made to sensitivity and safety training on an ongoing basis. Submit a proposal for promoting ongoing retention of drivers in a competitive labor environment. LAVTA reserves the right to reject or recommend changes to Proposer Training and Retention Plans.

6.2.8 Customer Relations Program

Submit written Customer Relations Orientation program(s) including a sample curriculum detailing how Proposer intends to train new Supervisors, Dispatchers/Schedulers, and Vehicle Operators on LAVTA services. This program should be built upon the LAVTA Customer Relations Program which is provided as

Exhibit C and should provide a minimum of forty (40) hours of formal training for these employees, and a list of which employees received the training shall be provided quarterly. LAVTA reserves the right of approval of the Customer Relations Orientation program.

6.2.9 Safety, Security Programs, and Risk Management

Submit a description of the formal safety programs Proposer intends to implement which will encourage safety in the operations and maintenance of this system. Additionally, submit a description of practices used by the Proposer's employees and subcontractors in handling routine incidents and accidents as described in the Scope of Work.

6.2.10 Declared Emergencies Plan

Submit a plan detailing the series of steps to be followed to properly notify operators, supervisors/dispatchers and Contract manager(s) in the event of a declared emergency. As described in the Scope of Work, operators and supervisors/dispatchers have key roles to fill in emergency situations.

6.2.11 Performance Monitoring and Quality Control Program

Submit a list of performance monitoring measures and programs. This includes both Reservations and Operations. Special attention should be made to compliance with ADA. Measures included should build upon and be over and above the LAVTA Service Quality Standards Index.

6.2.12 Plan and Schedule for Assumption of the System Operations

Submit a detailed transition plan and schedule to assume the operation of the system. This should include all activities necessary for the smooth operation of the paratransit services.

6.2.13 Road Supervision, Vehicle Dispatching, and Scheduling

Submit a detailed description of the formal procedure and schedule for road supervisory, vehicle dispatching and scheduling personnel as described in the Scope of Work.

6.2.14 Innovative Ideas

Proposers should describe any innovative programs and how they believe those innovations set them apart from the competition, and present documentation from their experience which shows how innovation has led to measurable improvements in service delivery and cost containment. If non-traditional innovations require that certain requirements in this RFP would be difficult to meet, the Proposer should specifically describe those difficulties and how the Proposer intends to address them. In particular, Proposers should identify how their proposal will help LAVTA achieve its objectives.

6.2.15 Performance Security and Insurance

Upon execution of the Contract, the Contractor shall furnish, at its own expense, a Performance Bond in a form satisfactory to LAVTA (see Attachment 8) as a guarantee of good faith on behalf of the Contractor that the terms of this Contract shall be complied with in every particular. This Performance Bond shall be in the amount of \$500,000 issued by an admitted surety insurer authorized to transact surety business within the State of California.

Alternatively, the Contractor may provide LAVTA with a Certified or Cashier's Check from a solvent bank or an Irrevocable Standby Letter of Credit issued by a financial institution acceptable to LAVTA for the required amount. The sample Irrevocable Standby Letter of Credit form can be found in Attachment 7.

The Performance Security shall remain in full force and effect for the entire term of the Contract, including option terms if exercised. LAVTA must give its written consent to any substitution of surety and maintains the right to reject a proposed substitution.

Proposer must include with its proposal a letter from a surety providing evidence that the Proposer has the ability to obtain the required performance security.

Proposer should also include with its proposal a letter from its insurer evidencing that the Proposer has or can obtain the insurance required in the Sample Agreement.

6.2.16 RFP Addenda

Any changes to the Request for Proposals (RFP) requirements will be made by written addenda. All Proposers shall acknowledge receipt of addenda by signing Proposal Form 1.2.

6.3 Confidentiality

The California Public Records Act (Cal. Govt. 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 LAVTA and Proposer shall be available to the public.

If 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 LAVTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal or bid as confidential. Additionally, Proposer may not designate Proposal or bid forms as confidential.

If Proposer requests that LAVTA withhold from disclosure information identified as confidential, and LAVTA complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless LAVTA 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 cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against LAVTA or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

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

6.4 Protest

Protests based upon the content of this Request for Proposals shall be filed in writing with Michael Tree, LAVTA Executive Director, within ten (10) calendar days after the Request for Proposals is first advertised. The protest must clearly specify in writing the grounds and evidence on which the protest is based. LAVTA shall issue a written decision on the protest prior to the opening of proposals. A protest may be renewed by refiling the protest within fifteen (15) calendar days after the mailing of the notice of the recommended award.

Any proposer may protest the recommended award on any ground not based upon the content of the Request for Proposals by filing a protest with LAVTA Executive Director, within fifteen (15) calendar days after the mailing of the notice of the recommended award. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the board prior to final award of the contract.

A copy of the adopted LAVTA Protest Procedure is available upon request.

7 AWARD

LAVTA reserves the right to withdraw this RFP at any time without notice. Further, LAVTA makes no representations that any agreement will be awarded to any Proposer responding to this RFP. LAVTA expressly reserves the right to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s).

8 SAMPLE AGREEMENT

LAVTA prefers to contract with one independent Proposer. Subcontracting is permissible but not required. Prime contractors will ensure that LAVTA's requirements set forth in this RFP and Draft Service Agreement will apply to any subcontractors unless explicitly waived by LAVTA. A Draft Service Agreement which the successful Proposer will be required to execute is included as Exhibit E. Submittal of a Proposal

shall be deemed acceptance of all terms set forth in the RFP and the Draft Service Agreement unless Proposer includes with its proposal, in writing, any modifications requested. Proposers' attention is particularly directed to sections concerning insurance and indemnification.

9 CHANGES IN SCOPE OF WORK

LAVTA, without invalidating the Contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly. Any alteration(s) made in the provisions that are a part of the Contract shall not operate to release any surety or sureties from liability or any bond(s) attached thereto and made a part thereof. New provisions must be mutually agreeable to LAVTA and the Proposer. Contract Modifications must be authorized by the LAVTA Executive Director and must be completed as an Amendment to the Agreement.

LAVTA shall have the right to make changes in routes, schedules, and other elements of work not involving extra cost and not inconsistent with the work to be performed. In addition, LAVTA may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the Proposer results therefrom, extra payment will be made by LAVTA in an amount equal to the extended rate specified in the Contract or as may be otherwise agreed to by LAVTA and Proposer in advance of such extra work.

10 PRECONTRACTUAL EXPENSES

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

- Preparing proposal in response to this RFP
- Submitting proposal to LAVTA
- Negotiations with LAVTA on any matter related to proposal
- Other expenses incurred by Proposer or Proposer prior to date of award for any agreement.

In any event, LAVTA shall not be liable for any pre-contractual expenses incurred by any Proposer or selected Proposer. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. LAVTA shall be held harmless and free from any and all liability, claims or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP.

11 VERBAL AGREEMENT OR CONVERSATION

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

12 SPECIAL FUNDING CONSIDERATIONS

Any contract resulting from this RFP will be financed primarily with funds available under Articles 4.0 and 4.5 of the California Transportation Development Act (TDA), State Transit Assistance (STA), and local and federal funds, among others. The Contract for this service is contingent upon the receipt of these funds. In the event that funding from this source is eliminated or decreased, LAVTA reserves the right to terminate any contract or modify it accordingly.

13 NON-EXCLUSIVITY OF CONTRACT

It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for transit service into which LAVTA may enter. The Proposer has no exclusive rights granted per awarded contract.

14 WITHDRAWAL OF PROPOSALS

Any prospective Proposer may withdraw a submitted proposal by a written request before the proposal due date, without prejudice to itself, by submitting a written request for its withdrawal. All Proposals must indicate that the firm is prepared to enter into a contract with LAVTA in accordance with the terms and conditions set forth in this RFP, and bind the Contractor to the proposed scope of services and price proposal for 210 calendar days.

15 NON-COLLUSION AFFIDAVIT

By submitting a proposal, the Proposer represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the Proposer has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. A certificate must be completed and submitted with the proposal (Attachment 1).

16 EMPLOYEE CONTROL

By submitting a proposal, the Proposer represents and warrants that in performing the proposed services the Contractor shall act as an Independent Contractor and shall have full control of the work and the manner in which it is performed. Contractor in no circumstances shall be considered as an agent or employee of LAVTA, and Contractor's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its employees. A certificate (Attachment 6) must be completed and submitted with the proposal.

17 PROPOSER'S REPRESENTATIONS

By submission of a bid the Proposer certifies that:

- The Proposer is familiar with all requirements of the general conditions, specifications and instructions.
- The Proposer is familiar with all matters affecting the performance of the work, including all general and special laws, ordinances and regulations that may affect the work, its performance or those persons employed therein.
- The Proposer is in the business and is fully qualified and skilled in the field of public transit and is fully willing and able to satisfy the requirements of the Contract at the proposed rates and any award of contract is in reliance on such representations.

18 OWNERSHIP OF PROPOSALS AND DATA

All proposals and related information submitted by any Proposer, including the selected Proposer to LAVTA, will become the property of LAVTA. None of the material submitted will be returned to any Proposer nor made available to other Proposers.

All records, data, and related material collected and used in conjunction with the completion of the Agreement shall be owned exclusively by LAVTA. Proposer may not remove any records from the LAVTA property without receiving express permission to do so.

19 CONFLICT OF INTEREST AND LEVINE ACT

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

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

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under LAVTA's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by LAVTA upon receipt. No person previously in the position of Director, Officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before LAVTA, or any officer or employee of LAVTA, for a

period of twelve (12) months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or contract.

Proposers' attention is directed to the Draft Agreement, which contains additional provisions concerning conflicts of interest, including the prohibition against organizational conflicts of interest.

The Levine Act (Government Code 84308) is part of the Political Reform 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 proposal submission. This duty applies to the Proposer's company, any member of the Proposer's team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the proposed team. Proposers shall include the certifications included as Attachment 4.

LAVTA's Board of Directors (as of August 1, 2020) are:

Jurisdiction	Member	Office
Dublin	David Haubert	Mayor
Dublin	Melissa Hernandez	Councilmember
Livermore	Bob Woerner	Vice Mayor
Livermore	Bob Coomber	Councilmember
Pleasanton	Karla Brown	Councilmember
Pleasanton	Jerry Pentin	Councilmember
Alameda County	Scott Haggerty	Supervisor

Section 2

Scope of Work

Section II – Scope of Work

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SECTION II

SCOPE OF WORK

1 LAVTA'S STRATEGIC PLAN

In 2014, the LAVTA Board of Directors adopted the Agency-wide Strategic Plan (Plan). This plan incorporates a Mission Statement, a Vision Statement, a set of Core Values and the corresponding Goals and Strategies for implementation. The Plan is a guidepost document for LAVTA as the agency grows and changes. Due to the nature of the contracting relationship with LAVTA, Contractor is expected to adopt and implement all relevant aspects of the Plan in its daily activities. The Plan impacts nearly every condition and covenant contained within the Scope of Work. A summary of the mission, vision and goals of the Agency has been attached as **Exhibit B**.

2 LAVTA'S GENERAL DUTIES

LAVTA will provide the following specified function(s) and supplies relating to the operation and administration of the Paratransit system, including overall general management, marketing and public outreach, planning, ticket and pass sales, customer service, and related items.

- System marketing and public outreach materials, customer information brochures, and other marketing brochures, transfers, tickets, passes and customized route and stop information at passenger stops, shelters and stations.
- LAVTA shall provide certification services related to the Americans with Disabilities Act (ADA). Additionally, LAVTA may provide travel training, incentive solutions and Para-Taxi service to reduce the impact on the Paratransit service.
- Customer Service Software Tracking Program.

LAVTA shall be responsible for relationships with member jurisdictions regarding potential traffic issues associated with client transfer points.

3 LAVTA OWNED PROPERTY AVAILABLE FOR NEGOTIATED USE

3.1 Vehicle-Related Capital Equipment

LAVTA will be responsible for the installation of the video surveillance system inside the vehicles. LAVTA will also provide decals and logos for the vehicles.

3.2 Operating Facilities

LAVTA owned facilities are available for the operations of the Wheels Paratransit service if the Contractor chooses to include their use as part of their proposal and the parties execute a separate lease agreement.

3.2.1 Rutan Maintenance and Operations Facility

The Rutan Maintenance, Operations & Administration (MOA) facility is located at 1362 Rutan Drive, Livermore, CA 94551. The following

facilities are available for the Contractor's proposed use at the Rutan MOA:

- Common areas
- Restrooms
- Janitorial services for the facility
- 1 Furnished Dispatch and Scheduling office
- 1 Furnished Paratransit Manager office
- Up to 5 PC Workstations equipped with Windows 10 Pro, In house IT support for these systems.
- Employee Parking lot
- Landscaping services

3.2.2 Atlantis Facility

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

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

4 CONDITIONAL USE SUPPORT

If the Contractor chooses to use LAVTA owned equipment and/or facilities, the following conditions will apply, respectively. Contractor may use the LAVTA-owned equipment and facilities solely for the purpose of operating LAVTA service or for maintenance and other uses directly associated with this LAVTA service. LAVTA's equipment and facilities shall not be used for the personal use by Contractor's employees.

4.1 LAVTA Equipment

If the Contractor proposes to use LAVTA's equipment, the following conditions will apply:

- Contractor's right to use the equipment is merely a license that is terminable at will by LAVTA and may not be transferred or assigned by Contractor.

5 CONTRACTOR-PROVIDED EQUIVALENT

The Contractor shall provide at a minimum the following:

- A scheduling software program that is remotely accessible to LAVTA staff.
- The ability to geocode a client's pickup and destination then plan the most efficient trip maximizing the shared ride philosophy as much as is possible.
- Automatically parse all booked trips into manifests to be electronically distributed to the vehicles and operators at the beginning of their work day or earlier.
- Capable of redistributing clients amongst the operators' manifests in real-time should a capacity, scheduling or other issue occur.

- Have real-time GPS location of all drivers superimposed upon an easily viewed map, and able to track drivers and vehicles in real-time.
- A playback function so that LAVTA can confirm when a client was picked up and dropped off. Playback data is to be kept available in perpetuity.
- Allow real-time communication with active vehicles at all times throughout LAVTA's service area.
- Allow dispatchers to communicate with the operators at all times in multiple forms (i.e. voice, text, etc.).
- Automatically anticipate and alert the dispatchers of an impending delay or conflict.
- Allow for multiple schedulers/dispatchers to access the system all of which could and may be scheduling and booking trips simultaneously. When multiple users utilize the system, it must be able to keep up and suggest the most efficient ride based upon a first come first served basis.
- Contractor to provide a dedicated T-1 interface connection from their facility to LAVTA for use by LAVTA to access the system.
- LAVTA is to have real-time, full, unrestricted, administrative rights to access, view and edit information.
- All data gathered by this system must be uploaded to a central database daily if not several times per day. This database must have a simple user interface for accessing the data and then parsing the raw data into several easy to read reports. This user interface and all reports will be available for use by the Contractor and LAVTA. LAVTA will have full and unrestricted access to the data at all times and in perpetuity.
- The software will have some sort of interactive access available to the public so that they may book, cancel or modify trips in accordance with LAVTA's policies. This access will be available two ways:
 - Via a phone program with voice and number prompts (similar to calling a bank)
 - A website set up with an easy to navigate graphical user interface.

6 CONTRACTOR DUTIES AND RESPONSIBILITIES – OPERATIONS

6.1 Insurance

6.1.1 Insurance Requirements. See section 20, Insurance, of Exhibit E, Draft Agreement, for the insurance requirements.

6.2 Operations

Contractor will provide Paratransit services as specified by LAVTA. Contractor shall operate Paratransit services during the same (complementary) hours as the fixed route services on weekdays, Saturdays, Sundays and Holidays as mandated by the Americans with Disabilities Act (ADA). Contractor is also expected to review and comment on plans, equipment purchases, operational changes and related proposals

of LAVTA. Additionally, Contractor is expected to advise LAVTA on suggestions that will improve service effectiveness, efficiency and/or safety.

Contractor will provide key management positions at a level and capability to oversee its functions, employees, and subcontractors. The functions, roles and responsibilities of some of these positions are detailed in **Exhibit D**.

6.2.1 Drivers Selection and Supervision

Contractor shall be entirely responsible for the employment and supervision of drivers necessary to perform system operations. Such responsibilities shall include, although not necessarily be limited to, driver recruitment, screening, selection, training, licensing, supervision, employee relations, evaluation, discipline, retraining, and termination.

LAVTA reserves the right, at its sole discretion, to require Contractor to remove an employee or subcontractor from LAVTA property for any reason.

Contractor shall use appropriate driver screening and selection criteria in order to employ drivers for LAVTA services. These criteria will include, although not necessarily be limited to:

- Department of Motor Vehicles license check, criminal record check, and drug and substance abuse testing in conformance with United States Department of Transportation regulations.
- Driver selection process must comply with Section §44830.1 of the Education Code prohibiting the hiring of any person who has been convicted of a violent or serious felony. Although LAVTA is not a school district, LAVTA has required the Contractor to comply with this section as children are part of the LAVTA customer base.
- Driver must be at least 21 years of age, has a minimum of three years license driving experience, has no more than three moving violations or accidents within the preceding seven-year period, and be a United States citizen or otherwise have legal employment status.

Contractor shall be responsible for all applicable labor assignments. The composition of Contractor's labor assignments shall reflect a balance between efficient labor utilization and reasonable personnel practices supporting driver longevity of experience and job commitment.

Contractor must ensure that all operators are professionally dressed and groomed. Contractor must provide an identification badge for each employee. Badges must be worn at all times while operators are performing any work provided under this Contract.

6.2.2 Road Supervision

Contractor shall provide a road supervision function to monitor drivers and vehicle operations. The supervisors will assist with the provision of enhanced customer services and assist drivers in revenue service.

Contractor shall develop, implement and maintain formal procedures to be used by road supervisory personnel. These procedures shall be submitted to LAVTA as part of the Contractor's proposal. Road supervision should be scheduled and coordinated by the Project/General Manager or his/her designee.

Contractor shall ensure that all Road Supervisors receive Customer Service Training in accordance with the goals and objectives detailed in **Exhibit D** "Customer Service Training for the Transit Professional."

6.2.3 Reservations, Vehicle Scheduling and Dispatching

Contractor shall provide a fixed number of persons to adequately staff the trip reservation function as well as vehicle scheduling and dispatching functions. These persons shall also be responsible for maintaining communications with all vehicles in service and for maintaining the daily dispatch log to be proposed by Contractor. Scheduling and dispatching personnel shall be trained in professional techniques, communication device protocol, the ADA law, and in cooperative approaches for working with drivers and passengers.

Contractor, as part of their proposal, shall propose staffing solutions that ensure excellent customer service to Paratransit patrons. The staffing plan shall be graduated based on call volume and trip amount and shall either rise or fall based on demand.

Scheduling and dispatching personnel must be computer fluent and capable of management of several different and at times complex issues concurrently. They are expected to communicate any unusual daily occurrences that pose service delays as they arise to designated LAVTA staff via email notification.

Contractor shall ensure that scheduling and dispatching personnel receives Customer Service Training in accordance with the goals and objectives detailed in **Exhibit D** "Customer Service Training for the Transit Professional."

Contractor shall be knowledgeable and fully capable of utilizing the proposed dispatching software. LAVTA does not have a preference to which scheduling software the Contractor uses. Currently, LAVTA utilizes mostly Trapeze applications. The proposed dispatching software shall be able to produce data that can be integrated with Trapeze Viewpoint. In

addition, Contractor shall be capable of accommodating both advance reservation and same-day reservation. Contractor will be expected to maximize service productivity by distributing vehicle resources in correspondence with passenger demand for service to achieve minimum performance levels as established in the Service Qualities Standards Index mentioned in Section 8.

6.2.4 Telephone Reservations

LAVTA places a high priority on providing professional telephone information. LAVTA can provide telephone equipment and sufficient lines for use by Contractor at negotiated price as needed, unless Contractor uses its own call center. Contractor shall ensure that all Reservationists, Schedulers and Dispatchers receive Customer Service Training in accordance with the goals and objectives detailed in **Exhibit D** "Customer Service Training for the Transit Professional."

Contractor shall arrange work shifts that efficiently reflect the volume of incoming telephone calls. Personnel must be available to receive schedule requests on:

- Monday through Sunday – between 8:30 a.m. and 5:00 p.m.
- Paratransit reservationists must be available seven days a week to take next day reservations.

Contractor shall develop, implement, and maintain a daily schedule of labor resources to handle telephone calls. This schedule shall identify work assignments, specify non-telephone work assigned concurrently, and work shift times.

LAVTA will monitor scheduler customer service via recorded playbacks to ensure that schedulers do not deny trips are defined by the ADA and to ensure proper customer service.

6.2.5 Driver Training Program

Contractor shall develop, implement and maintain a formal training and retraining program for all drivers in accordance with Federal and California laws. It will be the responsibility of Contractor to train drivers to ensure good conduct of passengers on the vehicles. Drivers will enforce LAVTA's rules of conduct. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts. Training should include sensitivity training in providing customer service to distinct populations, such as the elderly, persons with disabilities, and culturally diverse groups.

LAVTA strongly believes in the provision of supplemental and special training to drivers that are designated to provide service to Paratransit

customers. Due to the nature of the patronage of the Dial-a-Ride system, specialized training is a requirement. Contractor must present their Paratransit training plan as part of their formal bid submission. This training program must at a minimum meet, and preferably exceed national and industry standards for such coursework and must be capable of implementation by local training staff.

Contractor shall ensure that all drivers receive Customer Service Training in accordance with the goals and objectives detailed in **Exhibit D** "Customer Service Training for the Transit Professional."

6.2.6 Driver Responsibilities

Drivers will be responsible for conditions in **Exhibit F** LAVTA Dial-a-Ride (DAR) Operating Policy.

The following general responsibilities are also required:

- Drivers will, when requested by LAVTA, hand out notices to passengers or otherwise render assistance in LAVTA's monitoring and supervising operations.
- Drivers will be required to honor special passes, collect tickets or cash, and issue and collect transfers as directed by LAVTA.
- Drivers will record ridership counts on MDT units (or LAVTA approved equivalent) when instructed to.
- Drivers are required to log in the AVL system (or LAVTA approved equivalent) by inputting accurate driver ID and run information when beginning work.
- At all times during operation of any vehicle in connection with these services, drivers shall have available an accurate time piece.

6.3 **Customer Relations Program**

Contractor employees must treat all customers with courtesy; avoid any argument and exercise patience, forbearance, and self-control under all conditions. As discussed in Section 1, Contractor shall be in compliance with the LAVTA Customer Relations Policy as found in **Exhibit C**.

6.3.1 Customer Service Program

Contractor must ensure complete and thorough use of the LAVTA Customer Service Reporting program. LAVTA will monitor dispatcher customer service via recorded playbacks. Contractor must investigate customer complaints, determine their validity, and respond to the customer.

To adequately investigate customer complaints, Contractor must provide sufficient resources to investigate each complaint, to determine whether the complaint is valid or not, and to respond to the customer appropriately within five (5) days.

6.4 System Safety

Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, vehicles, and equipment are maintained at the highest possible level throughout the duration of the Contract. In this regard, Contractor must develop and implement an ongoing comprehensive Safety Program covering all aspects of the system. The Safety Program must meet, at a minimum, all applicable federal, state, and local regulations. The Safety Program must be submitted and approved by LAVTA no later than 30 days after service start up.

6.4.1 Declared Emergencies

LAVTA and the WHEELS system operate in conjunction with the National Incident Management System (NIMS) and the State Emergency Management System (SEMS) which is coordinated locally by the Metropolitan Transportation Commission (MTC). In the event of the declaration of a natural disaster both LAVTA and Contractor staff including drivers is expected to report for duty to the LAVTA offices immediately after securing the safety of their families. Contractor must present a plan for staff outreach and other needed details in the event of a declared emergency. Contractor staff will be required to perform crucial functions to enable the successful and safe evacuation of the Tri-Valley and the greater San Francisco Bay Area. Contractor shall participate extensively in the preparation of, and training sessions for emergency exercises conducted by various public safety agencies including annual emergency drills with the Metropolitan Transportation Commission and Alameda County.

LAVTA's Emergency Operations Plan will be provided to the Contractor. Contractor's management staff shall be familiar with the plan and prepared to use the plan in case of an emergency. Contractor is expected to follow the procedures and guidelines outlined in the plan.

6.4.2 Handling Operational Incidents

Contractor shall develop, implement, and maintain formal written procedures to respond to emergencies and routine problems, which from time to time occur in the course of providing daily transit services. Such occurrences to be addressed include, although are not necessarily limited to: in-service vehicle failures; Paratransit vehicles operating more than thirty (30) minutes behind promised schedule; lift failures on vehicles in service; passenger disturbances; passenger injuries and vehicle accidents. These procedures shall be submitted to LAVTA in the Safety, Security, and Risk Management Plan. LAVTA reserves the right to amend any details of the plan.

6.5 Farebox Revenue Collection and Accounting

Contractor must collect fares from all persons riding services provided under this Contract in accordance with the fare structure and collection procedures established by LAVTA, with the exception of the following trips which are provided free of charge to passengers:

- Inbound interagency transfers from County Connection Links or East Bay Paratransit.
- ADA in-person assessments.
- Tri-Valley Accessible Advisory Committee meetings (meeting dates and locations will be provided to the Contractor).

LAVTA reserves the right to amend the fare structure and collection procedures. Any changes to the fare structure will be communicated to Contractor in writing at least 10 days in advance of their taking effect. Contractor shall not deny access to any person paying a valid fare without specific permission by LAVTA.

Contractor shall retain fares and LAVTA will deduct the value of fares due from Contractor's payment monthly. For every trip operated, LAVTA will receive an invoice credit equivalent to one passenger fare, to cover the cash or ticket revenue collection. For the tickets collected, LAVTA will reimburse the cost back to the Contractor when they are turned in to LAVTA. For any trips carrying more than two passengers (beyond the ADA passenger fare plus one free Personal Care Attendant), the companion fares will also be credited to the invoice as outlined for regular passengers.

6.6 Operations Reporting

Contractor shall submit operating data and related information to the specification and satisfaction of LAVTA. As LAVTA's needs for data change from time to time, Contractor shall assist LAVTA in implementing revised data collection procedures and methods. Contractor shall be responsible for accurately completing the forms developed by Contractor and approved by LAVTA at the time interval indicated. One original copy of each form shall be provided to LAVTA. Contractor shall duplicate forms as necessary for completion and submittal to LAVTA. The final layout and information content of the forms shall be mutually agreed to by both parties in discussions post award, but prior to service start-up.

Contractor shall accept responsibility for the provision of reporting related to the National Transit Database (formerly Section 15). Contractor shall also assist LAVTA in any audit/review conducted by FTA, MTC, CalTIP, or other regulatory agency.

6.6.1 General Reports Standards (to be finalized post-award)

The following constitutes general subject areas and schedules for reports delivery. After award, LAVTA and the Contractor shall determine what exact data points and timelines are required.

The following reports constitute an example of potential deliverables. Additional reports may be requested.

- General Guidelines
- Daily reports shall be delivered to LAVTA in accordance with instructions provided.
- Monthly reports, including Contractor's invoice, shall be submitted to LAVTA no later than the tenth (10th) day of the calendar month following the month of service provided.

All reports shall be regarded as supportive documentation of Contractor's invoice for payment and shall be submitted on a timely basis.

6.6.2 Daily Reports

The following reports shall be submitted to LAVTA each weekday morning with information for the prior day. Information for Friday, Saturday and Sunday is to be submitted on Monday mornings.

- Operating Statistics
 - Number of trips scheduled
 - Number of trips completed
 - Number of no-shows and cancellation
- On-time performance
- Productivity (passengers per revenue hour)
- Open customer comments status
- Daily manifests
- Written Accident Report to include Police Report within one day of occurrence (upon occurrence). Oral report to designated LAVTA staff within two (2) hours of the accident.

6.6.3 Monthly Reports

The following reports shall be submitted to LAVTA on a monthly basis:

- Invoice/Summary
- Project Manager report
- Safety Manager report, if applicable
- On-time performance report
- Revenue miles/hours summary
- Non-revenue miles/hours summary
- Road call report
- Staffing level report
- Accident report
- DAR missed service results
- Customer Service complaint summary
- Passenger miles summary
- Vehicles Operated in Maximum Service (VOMS)
- Trips and Passengers Summary report
- Phone statistics report

- Productivity report
 - Transfer (regional) trips report
 - PCA and Companion passengers report
 - Excessive trip time report
 - Subscription trips report
 - Mobility device trips report
 - Late trip report
 - Passenger no-show and late cancellations report
 - National Transit Database Passenger Miles Quarterly Reports
- The following reports shall be submitted to LAVTA on a quarterly basis:
- Drug and alcohol program report
 - Actual O&M costs

6.6.4 Annual Reports

- The following reports shall be submitted to LAVTA on an annual basis:
- Drug and alcohol MIS report
 - EEO report
 - NTD report

6.7 Training Equipment

Contractor shall provide all training equipment including, but not limited to, the following: Audio and Visual Equipment, cameras, and all other related components associated with operations and safety training.

6.8 Drug Testing

Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operation administrations, the State Oversight Agency of the State of California, or LAVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests.

Contractor shall certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to LAVTA's Executive Director. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. In addition to the annual compliance report, the Contractor agrees to provide LAVTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT

and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

6.9 Computer Applications Training

Contractor, at its sole expense, will provide its employees with computer training for the software and hardware provided by the Contractor only.

6.10 Coordination with LAVTA

Contractor shall establish and maintain a Paratransit Task Force committee, comprised of Contractor and LAVTA staff, who will meet regularly to address issues of concern regarding Paratransit service, customer service, vehicle maintenance, and safety concerns.

7 CONTRACTOR DUTIES AND RESPONSIBILITIES – MAINTENANCE ALL VEHICLES

Section 7 applies to any vehicle used to perform service for LAVTA.

7.1 Contractor's General Responsibilities

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

7.2 Mechanical Maintenance

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

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

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

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

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

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

7.3 Vehicle Reports and Records

7.3.1 Vehicle Records

The Contractor will maintain a current vehicle record containing the following information:

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

7.3.2 Road Call Report

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

7.4 Vehicle Cleaning Management

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

8 SERVICE QUALITY STANDARDS INDEX AND MANAGEMENT RETENTION

8.1 General Requirements

To encourage the highest quality service from the Contractor, LAVTA has developed Service Quality Standards Index (SQSI) measures which will be used to judge the efficacy of service provided. These standards all have a potential positive and negative impact based on the quality of service provided by Contractor. These standards were designed to be true incentives toward attainment of excellence and the Contractor is encouraged to share them with all levels of personnel.

Incentives and Penalties will be reported monthly, assessed quarterly, and processed annually. LAVTA shall report SQSI findings no later than the 20th of each month to ensure proper time for corrective action to occur.

In the event that the Contractor receives Incentives, Contractor will contribute no less than fifty percent (50%) to an employee fund. Contractor will be responsible to establish an Employee Fund Committee with members consisting of drivers, maintenance employees, and other staff. This Employee Fund Committee will determine how the contributions from Contractor's Bonuses are to be distributed. The Fund should be distributed to employees based on some measure of each employee's contribution to the attainment of the Incentive (i.e. not simply per capita).

In the event that the Contractor is assessed a penalty, the full amount of the penalty shall be paid to LAVTA within 60 days of issuing the annual results of the SQSIs. If the total amount is not received within 60 days, LAVTA will deduct the amount owed from the next monthly invoice.

LAVTA's SQSI index includes the following performance measures:

- On time performance
- Valid complaints per 1,000 trips
- Telephone calls answered within 1 minute or less
- Preventable accidents per 100,000 miles
- Productivity (passengers per revenue hour)
- Missed Trips – When vehicle arrives after the 30-minute pick-up window or departed before the start of the window and the passenger does not take the trip

The following matrix describes the SQSI measures:

<i>Category</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>F</i>
	\$1,000	\$500	\$0.00	(-\$500)	(-\$1,000)
Valid Complaints/1,000 Trips: 1.0	<0.5	0.5-1.0	1.0-1.5	1.5-2.5	>2.5
On Time Performance: 95%	>97.5%	95.5%-97.5%	94.5%-95.5%	92.5%-94.5%	<92.5%
Phone Calls Answered within 60 seconds: 95% of the time	>98%	96%-98%	94%-96%	92%-94%	<92%
Preventable Accidents per 100,000 Miles: 1.0	<0.5	0.5-0.75	0.75-1.25	1.25-2.25	>2.25
Productivity	>2.5	2.0-2.5	1.5-2.0	1.0-1.5	<1.0
Missed Trips		<0	0	>0	

LAVTA may adjust the SQSI measures annually but may do so only at the start of each performance year.

9 REASSIGNMENT/REMOVAL OF KEY MANAGEMENT POSITIONS

9.1 Key Management Personnel

LAVTA believes that fluctuation in senior executive personnel associated with the contract management is detrimental to the continued provision of LAVTA's transportation program. For purposes associated with this, "key management personnel" is considered the Project or General Manager.

9.2 Contractor Rights

For the position in **Section 9.1**, Contractor has the right of termination at will. Contractor may not terminate these positions at LAVTA and reassign the individuals to another property or re-hire them for a period of one year.

Period begins on the day after the final working day of the employee.

Contractor has the right to request a waiver of this requirement; however, it must be presented to the LAVTA Executive Director in writing for formal consideration. Waivers of this requirement will be granted on an exceptional basis only.

9.3 LAVTA Rights

LAVTA retains the right of qualifications determination for all key management positions.

LAVTA retains the right to require the removal of any of the key management positions without penalty.

If the event that Contractor opts to remove or reassign any of the key management positions without LAVTA's consent, LAVTA is likely to incur damages, but in an amount that would be extremely difficult or impracticable to determine. Therefore, in such an event, LAVTA will require that six months of salary/benefits is a reasonable estimate of such damages for each such removal or reassignment made, which amount shall be credited to LAVTA on Contractor's invoices.

LAVTA has the right to waive this policy at its sole discretion.

This contract provision in no way constitutes a contract of employment with the above cited positions with LAVTA. This provision shall not hamper in any way any regular disciplinary actions as required by Contractor human resources management.

Section 3

Federal Transit Administration Clauses

SECTION III – FTA CLAUSES

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INTRODUCTION

This project may be financed in part by funds from the Federal Transit Administration (FTA). Accordingly, Federal requirements apply to this contract and if those requirements change then the most recent requirements shall apply to the project as required.

1 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

2 CLEAN WATER AND AIR REQUIREMENTS

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.

3 LOBBYING

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to LAVTA. The Contractor must review the "Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements," form and submit the "Disclosure of Lobbying Activities (SF-LLL) form included in the Bid Documents with its bid.

4 ACCESS TO RECORDS AND REPORTS

Contractor shall provide all authorized representatives of LAVTA, the FTA Administrator, and the Comptroller General of the United States access to any books,

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

5 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (26) dated October 1, 2019) between LAVTA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

6 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

LAVTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to LAVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7 PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the LAVTA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by LAVTA. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to LAVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9 PRIVACY ACT

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

- The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of

the Privacy Act of 1974, U.S.C. §552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

- The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

10 CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

11 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The Proposer is required to complete the DISADVANTAGED BUSINESS ENTERPRISE (DBE) QUESTIONNAIRE included as Attachment 5.

12 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

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

5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

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

13 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

14 BREACHES AND DISPUTE RESOLUTION

Disputes- Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by LAVTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to LAVTA's Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its possession. The decision of the Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute- Unless otherwise directed by LAVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages- Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies- Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between LAVTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which LAVTA is located.

Rights and Remedies- The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by LAVTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15 TERMINATION

Termination for Convenience. LAVTA may terminate this Contract, in whole or in part, at any time by giving 30 days written notice to the Contractor when it is in LAVTA's best interest. The Contractor shall be paid only for the services performed and allowable expenses incurred to the date of such termination, plus those costs deemed reasonably necessary by LAVTA to effect the termination. If the Contractor has any property in its possession belonging to LAVTA, the Contractor will account for the same, and dispose of it in the manner LAVTA directs.

Termination for Default. If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract,

LAVTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract to the date of such termination.

If it is later determined by LAVTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, LAVTA, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure. LAVTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor five (5) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to LAVTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from LAVTA setting forth the nature of said breach or default, LAVTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude LAVTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that LAVTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by LAVTA shall not limit LAVTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

16 SAFE OPERATION OF MOTOR VEHICLES

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or LAVTA. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17 RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by

complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18 CHARTER SERVICE OPERATIONS.

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

19 FLY AMERICA REQUIREMENTS.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

20 SCHOOL BUS OPERATIONS.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

21 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

A. Overtime Requirements – Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and

one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of \$25.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.

C. Withholding for Unpaid Wages and Liquidated Damages – LAVTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.

D. Subcontracts – The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.

E. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and

shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

F. Occupational Safety and Health Act – The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term “subcontract” under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

22 SUBSTANCE ABUSE PROGRAM.

LAVTA adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, LAVTA requires that contractors who “stand in the shoes” of LAVTA are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor required to comply fully with all Department of Transportation (“DOT”) and Federal Transit Administration (“FTA”) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations*) and 49 CFR Part 40, (*Procedures for Transportation Workplace Drug and Alcohol Testing Procedures*).

Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for LAVTA to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify LAVTA's Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the Contractor utilizes their own pre-established program or a third party administrator's, Contractor must fully cooperate with LAVTA in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that LAVTA requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to LAVTA. Contractor agrees that all records produced and maintained in the performance of the program are subject to review by LAVTA in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to LAVTA.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by LAVTA, may result in the Agreement being terminated for default.

Supplemental Information
In order of inclusion

1. Exhibits

2. Forms

3. Attachments

Exhibits, Forms and Attachments

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Exhibit A

Paratransit Weekly Trip Sample

Exhibit A

PARATRANSIT TRIP SAMPLE

LAVTA is currently compiling a representative trip sample. This effort shall be completed and included with an Addendum.

Exhibit B

LAVTA Strategic Plan Framework

WHEELS STRATEGIC PLAN FRAMEWORK (FY14)

MISSION

The mission of the Livermore Amador Valley Transit Authority (Wheels) is to provide equal access to a variety of safe, customer oriented, reliable, and affordable public transportation choices, increasing the mobility and improving the quality of life of those who live or work in and visit the Tri-Valley area.

VISION

An essential link in the regional transportation system, Wheels strives to be a well-recognized highly respected, integrated public agency utilizing appropriate tools and technologies to provide cost-effective, exceptional transit service in response to the needs and priorities of those who live or work in or visit the Tri-Valley area.

VALUES

We Value...

- **Integrity** *We act ethically and with integrity in all we do.*
- **Accountability** *We are accountable and responsible for our actions.*
- **Service Quality** *We do high quality work and maintain high standards in order to exceed customer expectations by providing friendly, personable and equal opportunity service.*
- **Community** *We are a viable part of the community we serve and seek community involvement in developing and fostering transit service as an essential aspect of community quality of life.*
- **Cooperation** *We partner with other regional and local agencies to ensure full access to a comprehensive range of community mobility options.*
- **Environment** *We view public transit as a means of improving air quality and conserving our natural resources.*
- **Respect** *We treat all persons with dignity, respecting life, property, and the environment; capitalizing on the wealth of viewpoints that reside in our multi-faceted community; all contributions are valued.*
- **Stewardship** *We are prudent and resourceful stewards of the public dollars with which we have been entrusted.*

OVERVIEW OF STRATEGIC PLAN GOALS AND STRATEGIES

A. Service Development

Provide effective transit services that increase accessibility to community, services, and jobs.

B. Marketing and Public Awareness

Improve visibility, image and awareness of Wheels.

C. Community and Economic Development

Utilize transit as an essential community and economic development tool for local communities

D. Regional Leadership

Strengthen Wheels' leadership position within the region to enhance opportunities for development and maintenance of quality transit service.

E. Organizational Effectiveness

Strengthen organization wide capabilities and resources to improve overall performance and customer satisfaction.

F. Financial Management

Maintain fiscal responsibility to ensure the financial sustainability of existing and new transit services.

GOALS	STRATEGIES	
A. Service Development	A1	Provide routes and services to meet current and future demand for timely and reliable transit service subject to fiscal restraints
	A2	Increase accessibility to community, services, senior centers, medical facilities, and jobs
	A3	Optimize existing routes and services to increase productivity and respond to MTC's Transit Sustainability Project and MTC's TriCity/Tri Valley Transit Study
	A4	Improve connectivity with regional transit systems

		and participate in the activities of projects like BART to Livermore and Altamont Commuter Express to ensure future connectivity
	A5	Explore innovative fare policies and pricing options
	A6	Provide routes and services to promote mode shift from personal car to public transit
B. Marketing and Public Awareness	B1	Continue to build the Wheels brand image, identity and value for customers
	B2	Improve the public image and awareness of Wheels
	B3	Increase two-way communication between Wheels and its customers
	B4	Increase ridership, particularly on the Rapid, to fully attain community benefits achieved through optimum utilization of our transit system
	B5	Promote Wheels to new businesses and residents
C. Community and Economic Development	C1	Integrate transit into local economic development plans
	C2	Advocate for increased transit friendly and transit oriented developments in the Cities' planning departments and in the site development processes, MTC's Regional Transportation Plan and Sustainable Communities Strategy, and ACTC's Countywide Transportation Plan, all of which respond to the climate change issue of SB375
	C3	Partner with employers in the use of transit to meet transportation demand management goals or requirements
D. Regional Leadership	D1	Advocate for local, regional, state, and federal policies that support Wheels' goals
	D2	Support Staff involvement in leadership roles representing the agency at regional, state, and federal forums
	D3	Promote transit priority and improvements initiatives with city and county governments
	D4	Develop regional initiatives, for example the Clipper Card, that support riders mobility through more seamless passenger use, in coordination with MTC and nearby CATS operators, in response to what has emerged as regional policy in the Transit Sustainability Project
E. Organizational Effectiveness	E1	Promote system wide continuous quality improvement initiatives
	E2	Continue to expand the partnership with contract staff to strengthen teamwork and morale and enhance the quality of service
	E3	Establish performance based metrics with action

		plans for improvement; monitor, improve, and periodically report on on-time performance and productivity
	E4	Strengthen human resources through staff development and a focus on employee quality of life and strengthen technical resources throughout the organization
	E5	Enhance and improve organizational structures, processes and procedures to increase system effectiveness
	E6	Develop policies that hold Board and Staff accountable, providing clear direction through sound policy making decisions
F. Financial Management	F1	Develop budget in accordance with the Strategic Plan, integrating fiscal review processes into all decisions
	F2	Explore and develop revenue generating opportunities
	F3	Maintain fiscally responsible long range capital and operating plans

NOTE: Strategies highlighted in **bold** indicate the LAVTA Board of Directors' highest priorities, as determined at the December 3, 2012 Board meeting.

Exhibit C

LAVTA Customer Relations Program

Exhibit C

LAVTA Customer Relations Program

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY CUSTOMER RELATIONS POLICY

I. INTRODUCTION

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

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

1. Encourages customers to continue to use our services that results in increased ridership and revenue;
2. Creates a favorable impression of the system and its employees;
3. Builds community support for public transportation; and
4. Reduces employee stress by applying strategies that assist in handling challenging situations with greater ease

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

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

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

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

II. THE PROFESSIONAL WHEELS EMPLOYEE

Wheels employees are Professionals Who:

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

For Bus Operators this definition includes:

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

III. PREVENTABLE CUSTOMER RELATIONS INCIDENT

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

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

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

1. It helps establish a customer relations standard for any employee representing the Wheels system;
2. It provides a criterion for evaluating individual employees;
3. It provides an objective for incident investigations and evaluations;

4. It provides a means for evaluating the performance of individual employees;
5. It provides a means for monitoring the effectiveness of any customer service program;
6. It assists in dealing with employee infractions;
7. It assists in the implementation of employee recognition programs.

IV. SEVERE CUSTOMER RELATIONS VIOLATION

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

Exhibit D

LAVTA Customer Service Training Program

EXHIBIT D

CUSTOMER SERVICE TRAINING FOR THE PUBLIC TRANSIT PROFESSIONAL

PARATRANSIT DISPATCH PERSONNEL

OBJECTIVE

Design a methodical, thought-provoking and interactive program to teach basic customer service skills that Paratransit Dispatchers will easily remember and be able to use while representing the Wheels organization.

Program to utilize a variety of teaching techniques:

- Videos of customer service situations, performed in varying degrees of effectiveness and success
- Group exercises and discussions designed to help the participants explore the meaning of customer service and the effect it has on the customer, the transit agency and the industry
- Interactive team simulations
- Multimedia presentations, and
- Workbooks for future reference

PROGRAM GOALS

- Learn basic telephone communication skills
- Mastering telephone and computer equipment and software
- Understand the importance of verbal and non-verbal communication attributes (tone of voice, rate of speech and body language, etc.)
- Learn general instruction for providing service to the public
- Learn tips for reducing stress levels to meet the challenge of the position
- Learn how to handle difficult and challenging situations
- Receive an overview of the Agency's Customer Service System
- Receive a final quiz to evaluate mastery of new skills

Participants should work towards, (1) exploring the actual meaning of "customer service", (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) Understanding the needs of our customers with disabilities, (5) Identifying the obstacles paratransit operators face when delivering service, (6) evaluating customer service scenarios to determine how best to improve them, and (7) simulating successful customer service situations.

Paratransit Dispatchers must have a firm understanding of the (1) LAVTA/contractor relationship, (2) LAVTA organization as a community service, (3) Wheels service area and service offerings, (4) general awareness of Wheels routes and schedules, (5) Wheels fare media and collection (6) general awareness of other local and regional transit service offerings and (7) emergency procedures.

Upon completion of training period, Paratransit Dispatchers must be able to perform the following customer service functions:

- Respond on the phone in a professional and courteous manner.
- Book paratransit trips accurately
- Dispatch trips to Paratransit Operators in a timely and courteous manner
- Help Paratransit Operators troubleshoot customer service and trip issues
- Handle special circumstances either on their own or understand appropriate process for escalating issues

CUSTOMER SERVICE TRAINING FOR THE PUBLIC TRANSIT PROFESSIONAL

PARATRANSIT OPERATOR

OBJECTIVE

Design a methodical, thought-provoking and interactive program to teach basic customer service skills that Paratransit Operators can easily remember and be able to use out on the streets while representing the Wheels organization.

Program to utilize a variety of teaching techniques:

- Videos of customer service situations, performed in varying degrees of effectiveness and success
- Group exercises and discussions designed to help the participants explore the meaning of customer service and the effect it has on the customer, the transit agency and the industry
- Interactive team simulations
- Multimedia presentations, and
- Workbooks for future reference

PROGRAM GOALS

Participants should work towards, (1) exploring the actual meaning of “customer service”, (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) learning the operator’s role in customer service, (5) understanding the needs of customers with disabilities, (6) identifying the obstacles operators face when delivering service, (7) evaluating customer service scenarios to determine how best to improve them, (8) simulating successful customer service situations and (9) learning basic tools and techniques to be used out on the streets.

Paratransit Operators must have a firm understanding of the (1) LAVTA/contractor relationship, (2) LAVTA organization as a community service, (3) Wheels service area and service offerings, (4) general awareness of Wheels routes and schedules, (5) Wheels fare media (6) general awareness of other local and regional transit service offerings and (7) emergency procedures.

Upon completion of training period, Paratransit Operators must be able to perform the following functions:

- Communicate positively and solve problems in an outcome-oriented way
- Understand what Agency policies are and why they should be followed and how to make good decisions to exceptions
- Manage operational realities such as time pressures
- Establish appropriate, professional boundaries with customers
- Avoid and curtail emotional escalation and other unsafe behavior
- Know how and when to seek assistance
- Interact with supervisors and co-workers in a mature and positive way

CUSTOMER SERVICE TRAINING FOR THE PUBLIC TRANSIT PROFESSIONAL

TRAINING INSTRUCTOR/SUPERVISOR

OBJECTIVE

Design a methodical, thought-provoking and interactive program to teach basic customer service skills that the Training Instructor(s) can easily teach to Paratransit Operators for use out on the streets while representing the Wheels organization.

Program to utilize a variety of teaching techniques:

- Videos of customer service situations, performed in varying degrees of effectiveness and success
- Group exercises and discussions designed to help the participants explore the meaning of customer service and the effect it has on the customer, the transit agency and the industry
- Interactive team simulations
- Multimedia presentations, and
- Workbooks for future reference

PROGRAM GOALS

Participants should work towards, (1) exploring the actual meaning of “customer service”, (2) understanding why good customer service is so imperative in public transit, (3) learning to identify with the transit customer and his/her experience, (4) learning the operator’s role in customer service, (5) understanding the needs of customers with disabilities, (6) identifying the obstacles operators face when delivering service, (7) evaluating customer service scenarios to determine how best to improve them, (8) simulating successful customer service situations and (9) learning basic tools and techniques to be used out on the streets.

The Training Instructor must have a firm understanding of the (1) LAVTA/contractor relationship, (2) LAVTA organization as a community service, (3) Wheels service area and service offerings, (4) familiarity with Wheels routes and schedules, (5) Wheels fare media (6) general awareness of other local and regional transit service offerings and (7) emergency procedures.

Upon completion of training period, the Training Instructor(s) must be able to perform the following functions:

- Teach the basic principles of good customer service and interpersonal communication skills
- Utilize a variety of techniques to teach classroom participants how to communicate positively and solve problems in an outcome-oriented way
- Explain why policies should be followed and how to make good decisions about exceptions
- Teach how to manage operational realities such as time pressures

- Teach how to establish appropriate, professional boundaries with customers and why
- Teach classroom participants how to avoid and curtail emotional escalation, power wars and other unsafe behavior
- Explain how and when to seek assistance

Exhibit E

Draft Agreement

Exhibit E

DRAFT Agreement

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2020, by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY (LAVTA) and "_____", (Contractor)

WITNESSETH

WHEREAS, LAVTA desires to obtain professional services in connection with the provision of LAVTA ADA paratransit and associated services and has issued a Request for Proposals dated July 31, 2020 a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the Contractor desires to furnish such services and submitted a written proposal dated _____, 2020 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** LAVTA hereby contracts with Contractor to provide transportation management, maintenance, and operations services upon the terms and conditions hereinafter set forth.
2. **Scope-of-Work.** The Contractor agrees to provide professional services to LAVTA in accordance with the terms and conditions of this Agreement and Exhibits A and B. Consultant represents and warrants that (1) it is experienced and qualified to perform such services; (2) it holds all licenses and certifications in good standing that may be required under applicable law or regulations to perform the work; and (3) it will retain all such licenses and certifications in active status throughout the duration of this engagement.
3. **Term.** The term of this Agreement shall be from January 1, 2021, to June 30, 2024, inclusive, with option(s) to extend for up to four (4) additional one-year terms, exercisable at LAVTA's sole discretion.
4. **Compensation.** The Contractor agrees to perform all of the services included in Section 2 of this Agreement, in accordance with the price per trip (and applicable escalators) specified in Exhibit B, for the Agreement term as well as any option

terms, if exercised by LAVTA, which costs shall include all labor, materials, vehicles, taxes, profit, overhead, insurance, and all other costs and expenses incurred by the Contractor. In the event of an increase in the mandated minimum wages, payroll taxes or fringe benefits contributions applicable to employees of Contractor are implemented by any federal, state or local governmental agency during the term of this Agreement, LAVTA and Contractor agree to negotiate an equitable adjustment to Contractor's rates herein to compensate Contractor for said mandated governmental cost increase.

- 5. LAVTA Responsibilities.** LAVTA shall provide the facilities located at 1362 Rutan Court and 875 Atlantis Court, Livermore, California, which includes all components cited in the RFP.

LAVTA will pay monthly utility fees except telephone charges on all Contractor's extensions and cleaning of selected Contractor facilities as detailed in the RFP.

- 6. Invoice.** Contractor shall submit invoices to LAVTA no later than the tenth (10th) day of the month following the month the service was provided. All required reports and submissions as described in Exhibit A, shall be accurately completed and submitted to LAVTA prior to payments to Contractor.

Invoices shall be sent to:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: Accounts Payable

- 7. Payment.** All payments by LAVTA shall be made within thirty (30) days of receipt of an approved invoice and all contractually required reports and submissions.

Any payments not finalized electronically, shall be by check payable to and mailed first class to:

- 8. Farebox Revenue.** All farebox revenues collected by Contractor are the property of LAVTA. Contractor shall be responsible for handling farebox revenues in the manner discussed in attached Scope of Work at all times, and as necessary for LAVTA to meet state and federal funding requirements.
- 9. Control.** In performing the services under this Agreement, the Contractor shall act as an Independent Contractor and shall have full control of the work and the manner in which it is performed. Contractor in no circumstances shall be considered as an

agent or employee of LAVTA, and Contractor's employees are not entitled to participate or be part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its employees. A certificate must be completed and submitted with the proposal.

- 10. Management.** During the terms of this Agreement, Contractor shall provide sufficient executive administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof, and described in attached Scope-of-Work. All management personnel to be employed must be committed exclusively to the performance of work on LAVTA's project and shall not perform any other services for Contractor or other entity. Management personnel shall be full-time employees of Contractor.
- 11. Medical Assistance to Passengers.** Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help, on the instructions of dispatcher.
- 12. Uniforms.** Contractor shall purchase uniforms as specified by LAVTA for all employees and shall require the employees to wear them. The design, type and logo of the uniforms shall be subject to LAVTA's approval. Uniforms shall include, but not be limited to shirts, pants and jackets. Drivers shall be required to maintain neat and clean appearances while on-duty.
- 13. Stop-Work.** LAVTA may stop work on its transportation system upon forty-eight (48) hours of written notice to Contractor. LAVTA shall be liable for all relevant costs defined under Section 4 incurred prior to the stop-work period and for restart, if any.
- 14. Communications.** All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

If to Contractor:

If to LAVTA:

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: Executive Director

All other communications, invoices, reports, etc., shall be made to the Executive Director of LAVTA.

15. Shortages and Delays. Contractor shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of Contractor. Such events may include, but are not limited to, the following: Acts of God (fire, epidemics, earthquake, flood, or other natural disaster); acts of government or public, riots, war, civil disorder, strikes, labor disputes or fuel shortages. However, Contractor shall not receive payment for the revenue vehicle mileage rate and only the mutually agreed direct and indirect monthly fee during the period of time that service is not provided. Contractor also grants LAVTA the right to provide these services through other means on a temporary basis should Contractor be unable to perform said services.

16. Audit. Contractor shall comply with the following:

- a. General. Contractor shall permit the authorized representatives of LAVTA, Metropolitan Transportation Commission, State of California, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to performance under this Agreement. **Contractor shall submit quarterly an un-audited report of actual expenditures (both direct and indirect costs) per the Uniform System of Accounts.**
- b. Audit Settlement. At any time, LAVTA may, at its own cost, conduct or have conducted an audit of the Contractor. If the audit determines that LAVTA's dollar liability for Contractor's services is less than payments made by LAVTA to Contractor, then Contractor will pay the difference in cash to LAVTA, or, at LAVTA's option, credit such overpayment against any future amounts owed by LAVTA to Contractor. If the audit determines that LAVTA's dollar liability for services provided under the contract is more than payments made by LAVTA to Contractor, then LAVTA will pay the difference to Contractor in cash.

17. Transportation Data Reporting. Contractor collects and reports operating and financial data to LAVTA in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and of the Uniform Financial Accounting and Reporting Elements (FARE) as required under FTA National Transit Database (formerly known as Section 15 of the Urban Mass Transportation Act of 1964).

18. Worker's Compensation. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and will comply with such provisions before commencing the performance of the work of this Contract.

19. Contractors' Employee Responsibilities. Contractor shall give each new employee hired for any part of LAVTA's Services the following written notice, which shall be signed by the employee and kept in the employee's file with a copy sent to LAVTA. The notice shall read:

"This is to advise that the (Contractor), your employer, is an independent Contractor providing Services under a contract with LAVTA. The contract between the (Contractor) and LAVTA is for a three-year term with four one-year option terms. You have been hired to assist with the provision of services under that contract. There is no guarantee that the options will be exercised or the contract renewed; therefore, the duration of your employment with (Contractor) may be affected or limited. Thus, you are on notice that the need for your employment derives from a service contract with LAVTA that has a definite term and which may be terminated or will expire at some point in the future."

The Contractor will comply with all applicable laws, regulations, rules, and procedures, including, but not limited to, those regarding employer's liability, workers' compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees. Contractor will indemnify and hold harmless LAVTA for any and all liability, damages, claims, costs (including reasonable attorneys' fees, and other expenses of whatever nature arising from alleged violations of such laws, regulations, rules, or agreements with labor organizations, or from any claims of subrogation provided for in such laws, regulations, rules or agreements or otherwise).

20. Insurance.

a. Contractor's Responsibilities - Minimum Types and Scope of Insurance

The insurance requirements specified in this section shall apply to the 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"). The Contractor and all Agents are required to procure and maintain at their sole cost and expense the insurance coverage's 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, the 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 LAVTA. Prior to beginning work under this contract, Contractor shall provide LAVTA with satisfactory evidence of compliance with the insurance requirements of this section.

i. Workers Compensation and Employers' Liability Insurance -

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.

1. Employer's Liability coverage with minimum limits of **\$1 million**.
2. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

a. Waiver of Subrogation.

ii. 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 **\$10 million** per occurrence or claim and a general aggregate limit of at least **\$5 million**. Such insurance shall cover all of Contractor's operations, **other than LAVTA's operations provided under this Contract**. This insurance shall include coverage for, but not be limited to:

1. Premises and operations
2. Products and completed operations
3. Contractual liability
4. Personal injury
5. Advertising injury
6. Explosion, collapse, and underground coverage (xcu)
7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause
3. Primary and Non-Contributory wording
4. Waiver of Subrogation

iii. **Business Automobile Liability Insurance** - Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$10 million** per occurrence. This insurance shall include coverage for the following types of vehicles except while being used to provide LAVTA's passenger service:

1. All Owned Vehicles
2. Non-Owned Vehicles
3. Hired or Rental Vehicles

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause.
3. Primary and Non-Contributory wording
4. Waiver of Subrogation

iv. **Business Automobile Physical Damage Insurance** - Business Automobile Physical Damage insurance providing Comprehensive and Collision insurance covering Contractor-owned vehicles. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Waiver of Subrogation

v. **Automobile Liability** - 10,000,000 per accident for bodily injury and property damage, any auto

ISO Form Number CA 00 01 covering any auto (Code 1) or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities

i. **Property Insurance** - Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below. This insurance shall include coverage for, but not be limited to:

1. The Contractor's own business personal property and equipment to be used in performance of this Agreement

2. LAVTA's interest in materials or property to be installed, if any
3. Debris removal

Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

1. Waiver of Subrogation

- ii. **Crime Insurance** - Contractor will provide Crime insurance, including coverage for Contractor's Employee Dishonesty and theft of money and securities from any inside location or outside messenger with the following limits of liability:

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

Regarding these coverages:

1. Contractor shall reimburse LAVTA for any and all losses within the deductible and for insured losses the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim.
2. The policy shall contain a Joint Loss Payee endorsement naming LAVTA as further detailed in the Endorsements Section below.

- iii. **Endorsements**

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall include as Additional Insured's 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 LAVTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect the 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.
5. **Joint Loss Payee Endorsement** - LAVTA shall be named as a Joint Loss Payee on the Contractor's Employee Dishonesty policy.

iv. Evidence of Insurance

Prior to commencing work or entering onto the Property, Contractor shall provide the Executive Director of LAVTA with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Contractors' policy(ies) will not be cancelled or have coverage reduced without 30 days prior written notice to LAVTA's Executive Director.

v. General Provisions

1. **Notice of Cancellation** - The policies shall provide that the Contractors' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to LAVTA's Executive Director.
2. **Acceptable Insurers** - All policies will be issued by insurers

acceptable to LAVTA (generally with a Best's Rating of A-X or better).

3. **Self-insurance** - Upon evidence of financial capacity satisfactory to LAVTA and the Contractor's agreement to waive subrogation against LAVTA respecting any and all claims that may arise, the Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.
4. **Deductibles and Retentions** - The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from LAVTA

b. LAVTA's Insurance Responsibilities - Minimum Types and Scope of Insurance

LAVTA, at its own cost and expense, will maintain in full force and effect during the entire term of the Contract and any extension period, unless otherwise agreed by the parties, the following insurance:

i. Public Liability (Including Coverage for Passenger Bus Operations, Commercial General Liability, and Automobile Liability)

Public Liability insurance including coverage for Commercial General Liability and Automobile Liability (including Liability for LAVTA's revenue operations) for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$10 million per occurrence or claim and a general aggregate limit of at least \$10 million with coverage extending to cover the operation of LAVTA-owned revenue vehicles. LAVTA's self-insurance program shall provide the Contractor at least the same protection from liability and defense of suits as would be afforded by "first-dollar" insurance. Currently LAVTA maintains a liability program with a \$25,000 self-insured retention (SIR). The Contractor will be responsible for the \$25,000 SIR, while claims above this level will continue to be covered by CalTIP (up to \$10 million) and by the Contractor (over \$10 million). To the extent that Contractor has actually paid for all or a portion of the SIR, and LAVTA actually collects monies from other parties due to the fault of such parties, the amounts Contractor has paid for the retention will be reimbursed to Contractor. LAVTA cannot guarantee that the amount of the SIR and/or the \$10 million liability insurance limits will remain unchanged over the life of this Contract and any extensions, due to fluctuating market conditions and budgetary considerations.

This insurance shall include coverage for, but not be limited to:

1. Premises and operations
2. Products and completed operations
3. Contractual liability
4. Personal injury
5. Advertising injury
6. Explosion, collapse, and underground coverage (xcu)
7. Broad form property damage

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Cross Liability or Severability of Interests Clause
3. Primary Wording
4. Waiver of Subrogation

ii. Automobile Physical Damage Insurance for Vehicles

LAVTA will maintain at its own cost and expense a physical damage insurance program to cover LAVTA-owned vehicles and equipment and will name the Contractor as additional insured as respects operations under this Contract. Contractor will cooperate fully with LAVTA in filing claims with and recovering payments due from LAVTA's insurers. The Contractor shall be responsible for payment of the deductible up to \$5,000 for any claim arising out of an incident deemed to be a preventable accident on the part of Contractor or its subcontractors or employees. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured
2. Waiver of Subrogation

iii. Endorsements

1. **Additional Insured** - The referenced policies and any Excess or Umbrella policies shall name the Contractor as Additional Insured.
2. **Waiver of Subrogation** - The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Contractor to the extent of the indemnification by LAVTA in this Contract.

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).
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 Contractor as an Additional Insured shall not in any way affect LAVTA's rights either as respects any claim, demand, suit, or judgment. Said policy shall protect the 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.

iv. Evidence of Insurance

Prior to commencing work, LAVTA shall provide Contractor with a certificate of insurance evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that LAVTA's policy(ies) will not be cancelled or have coverage reduced without 30 days or 60 days prior written notice to the Contractor, whichever applies.

v. General Provisions

1. **Notice of Cancellation** - LAVTA shall use its best efforts to obtain 60 days' written notice to the Contractor. However, in no event will such policy provide for less than 30 days' prior written notice of cancellation to Contractor except for non-payment of premium. In the event said insurance policy is cancelled for any reason, then LAVTA shall replace said policy during the notification period with another policy which complies with the requirements of this Contract.
2. **Retentions and Self-insurance** - LAVTA shall have the right to maintain self-insured retentions at any level or levels of up to the CalTIP limit. The Contractor shall be given the opportunity to review and provide input with respect to such self-insured retentions, but the Contractor shall have no right of approval.
3. **Filing and Payment of Claims** - The Contractor will

cooperate fully with LAVTA in LAVTA's filing claims with and recovering payments due from LAVTA's insurers. If LAVTA fails or refuses to pay losses incurred within any self-insured retention, the Contractor shall have the right to terminate this Agreement upon 30 days' written notice. This right of termination, however, applies only to failure or refusal by LAVTA to pay losses incurred within self-insured retentions, and not to failures or refusals to pay losses falling within gaps or shortfalls in insurance coverage created by previous payment of losses which depleted or exhausted the annual aggregate limits applicable to such insurance. Nothing contained in this subsection should be deemed to foreclose or limit LAVTA's rights to defend against any claims.

c. General Insurance Provisions Applicable to Both Contractor and LAVTA

The parties further agree as follows:

- i. **Failure to Procure or Maintain Insurance** - The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.
- ii. **Claims Costs** - Each of the parties, at its sole cost and expense, will be responsible for the investigation, administrative handling, and settlement of claims for injury, death, or damage arising out of the performance of this Agreement for which it is responsible. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is responsible. The parties agree that the furnishing of such information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

iii. Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy

shall provide that:

1. Policy retroactive date coincides with or precedes the start of work (including subsequent policies purchased as renewals or replacements).
2. Every effort will be made to maintain similar insurance for at least three years following completion of work, including the requirement of adding all additional insured's.
3. If insurance is terminated for any reason, the Party agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

21. Performance Security. As a condition precedent to the effectiveness of this Agreement, the Contractor shall furnish to LAVTA a Performance Security in the amount equal to Five Hundred Thousand Dollars (\$500,000). The Performance Security shall be in a form acceptable to LAVTA and shall be held by LAVTA throughout the term of this Agreement to guarantee performance by Contractor.

22. No Unauthorized Subcontracting Contractor may not subcontract any work covered by this Agreement without LAVTA's express written consent. LAVTA hereby agrees to the following subcontractors:
[INSERT LIST]

23. Disadvantaged Business Enterprise. In connection with the performance of this Agreement, Contractor will cooperate with LAVTA in meeting LAVTA's policy with regard to the maximum utilization of disadvantaged business enterprises.

24. Conflict of Interests. Depending on the nature of the work performed, Contractor may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern LAVTA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, Contractor and their employees may be required to disclose financial interests.

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

No person previously in the position of Director, Officer, employee or agent of LAVTA may act as an agent or attorney for, or otherwise represent the Contractor by making any formal or informal appearance, or any oral or written communication, before LAVTA, or any Officer or employee of LAVTA, for a period of twelve months after leaving office or employment with LAVTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

25. Conflict of Transportation Interests. Contractor shall not divert any revenues, passengers or other business from LAVTA's project to any taxi or other transportation operation of Contractor unless specifically agreed to in writing by LAVTA.

26. Indemnification. The Contractor will indemnify, keep and save harmless the Authority, the City of Livermore, the City of Dublin, the City of Pleasanton, and the County of Alameda, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Contractor caused by a negligent act or omission or willful misconduct of the Contractor or its employees, subcontractors, subconsultants or agents; or

B. Any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the Contractor will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

27. Labor Protections. LAVTA receives federal mass transit funds, and under Section 13(c) of the Federal Transit Act (49 U.S.C. section 5333(b)), it must protect covered mass transit employees affected by any "project" that LAVTA initiates that uses the federal mass transit money. For covered employees, such protections include: (a) continuing their collective bargaining rights; (b) protecting them against a worsening of their employment conditions (including reductions in wages and benefits); (c) providing priority of reemployment if the employee is laid off or their job is eliminated; and (d) providing paid training.

No provision of this Agreement will require Contractor to dismiss or displace any employee or to rearrange the workforce covered by any Section 13(c) agreement as a result of any "project" as defined by the Section 13(c) agreements to which Contractor hereby agrees to be bound. Nevertheless, Contractor will be responsible

for defending, and shall hold LAVTA harmless from, any claims or controversies alleging any violation or breach of the Section 13(c) agreements (including alleged worsening of their employment conditions), whether made by Contractor's own employees, the employees of its subcontractors, employees of any former contractor of LAVTA, or any other employees that allege to have been affected by the project, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to operate the service on the effective date of this Agreement or as a result of any increases or reductions in the level of those services thereafter.

Notwithstanding any other provision of this Agreement, no cost or liability for which Contractor is responsible under this paragraph shall be deemed an allowable cost payable to Contractor or a claim or liability for which Contractor is entitled to indemnification by LAVTA.

28. Changes in Scope-of-Work. LAVTA 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 or decrease 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 accordance with Sections of this Agreement. Contract modifications that result in a cost increase of less than \$100,000 can be signed by LAVTA's Executive Director. All other modifications must be approved by the Board of Directors.

In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, Contractor shall so advise LAVTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to LAVTA prior to the time that Contractor performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. **Failure to provide written notice and receive LAVTA approval for extra work prior to performing extra work may result in nonpayment of the invoices reflecting such work, at LAVTA's sole discretion.**

29. Conflicting Use. Contractor shall not use any vehicle, equipment, personnel, or other facilities that are dedicated to LAVTA for performing services under this Agreement, for any use whatsoever other than provided for in this Agreement.

30. Liaison. Contractor shall assist and cooperate with LAVTA in meeting the objectives of providing quality public transportation services. Contractor shall perform close liaison activities, coordination and cooperation with LAVTA on matters related to operations, monitoring, reporting and service performance measurements.

31. Failure to Perform. LAVTA recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of Contractor. However, a properly run service will take steps to reasonably accommodate such circumstances without compromising the safety or reliability of the service.

LAVTA and Contractor will monitor service performance to assure that strict adherence of routes and schedules are being maintained. If performance is found to be substandard, LAVTA may request, in writing, adequate assurance of performance as defined under paragraph 37 of this Agreement.

Contractor understands that continual substandard performance such as service runs departing ahead of schedule, missed service runs, service runs departing scheduled stops fifteen minutes or more after the scheduled time, frequent accidents and safety violations, frequent vehicle failure and frequent public complaints regarding driver behavior, or dirty vehicles are grounds for termination of this Agreement.

32. Termination. LAVTA may terminate this Agreement at any time and for any reason by written notice. Upon receiving notice of termination, Contractor shall promptly deliver to LAVTA all materials prepared or obtained in performance of this Agreement and shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by Contractor, LAVTA shall pay Contractor, in accordance with the provisions of Sections 4 and 6, all sums actually due and owing from LAVTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by Consultant to effect such termination. If the Agreement is terminated for default, LAVTA shall pay Contractor for only those services performed and expenses incurred in full accordance with the terms of this Agreement, up to the effective date of termination.

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

During LAVTA's reprocurement of this Agreement and in accordance with California Labor Code Section 1072, Contractor will be required within a reasonable time, to provide to LAVTA the number of employees who are performing services under this Agreement and the wage rates, benefits, and job classifications of those employees. In addition, Contractor shall make this information available to any entity that LAVTA has identified as a bona fide proposer to provide successor services. In the event that the successor contract is awarded to a new contractor, Contractor shall provide

the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor contractor. During the reprocurement period, Contractor will also be required to provide LAVTA, within 10 days of LAVTA's request, copies of all current Contractor labor agreements with crafts represented in LAVTA paratransit service, if any.

33. Waivers. Neither LAVTA's review, approval, or acceptance of payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under Agreement or of any cause of action arising out of the performance of the Agreement, and Contractor shall be and remain liable to LAVTA in accordance with applicable law for all damages to LAVTA caused by Contractor negligent act, error or omission in the performance of any of the services furnished under this Agreement. The parties agree that LAVTA shall have the final authority to require the discharge by Contractor of any employee of Contractor. The waiver by LAVTA of any breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of a breach of any other term, condition or agreement herein contained.

34. Interpretation, Jurisdiction, and Venue. The contract shall be construed and interpreted solely in accordance with the laws of the State of California; venue of any suit, right or cause of action arising under or in connection with this Agreement shall be exclusively in Alameda County, California.

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

36. Drug Testing. The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operation administrations, the State Oversight Agency of the State of California, or LAVTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process, including but not limited to such actions as making periodic mock collections, investigating reports by employees of flawed procedures, and requiring detailed explanations for cancelled tests. The contractor agrees further to certify annually its compliance with Parts 40 and 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to LAVTA's General Manager. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and

Cooperative Agreements,” which is published annually in the Federal Register. In addition to the annual compliance report, the contractor agrees to provide LAVTA with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

37. Contract Assignments. This contract shall not be sold, assigned, transferred, conveyed or encumbered by Contractor without the prior written consent of LAVTA. Contractor shall not sell or otherwise transfer its interest in this contract without prior written notification to LAVTA. Upon receiving such notification from Contractor, LAVTA may, at its sole discretion, decide to exercise its right to terminate this contract.

Subject to the provision regarding assignment, this contract shall be binding upon the heirs, executor, administrators, successors and assigns of the respective parties.

38. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any party of this Agreement.

39. Merger. This contract sets forth the entire agreement between the parties with respect to be subject matter thereof, and supersedes and replaces all proposals, negotiations, representations and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the services, including an action in tort.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the day written below.

BY LAVTA this _____ day of _____, 2020.

BY CONTRACTOR the _____ day of _____, 2020.

CONTRACTOR

LAVTA

By: _____

By: _____
Chair, Board of Directors

ATTEST:

By: _____

By: _____
Michael S. Tree, Executive Director

APPROVED AS TO FORM:

By: _____
Michael N. Conneran, Hanson Bridgett LLP
Authority Legal Counsel

Exhibit F

LAVTA Paratransit Policy

EXHIBIT F

RESOLUTION NO. 01-2013

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY APPROVING AND ADOPTING WHEELS DIAL-A-RIDE OPERATING POLICY SUPERSEDING EARLIER BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY RESOLUTIONS NO. 04-92, NO. 33-92, NO. 23-2006, NO. 30-2008, NO. 12-2010, AND NO. 15-2010.

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority adopted Resolution No. 04-92 approving and adopting a Paratransit Plan in accordance with the provisions of the Americans with Disabilities Act (ADA) of 1990, and

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority adopted Resolution No. 33-92 approving and adopting the revised policy to implement certain provisions of the Americans with Disabilities Act (ADA), and in accordance with LAVTA's adopted ADA Complementary Paratransit Service Plan, and

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority adopted Resolution No. 23-2006 amending Dial-A-Ride Operating Policy to reduce the advanced scheduling window from fourteen days to seven days, and

WHEREAS, the Board of Directors adopted Resolution No. 30-2008 instituting additional sanctions for customers showing a pattern of late cancellations and/or no shows for Dial-A-Ride , and

WHEREAS, the Board of Directors adopted Resolution No. 12-2010 adding additional sanctions for repeat late cancellation and/or no show policy offenders, and

WHEREAS, the Board of Directors adopted Resolution No. 15-2010 establishing ridership policies for children under five years of age, and

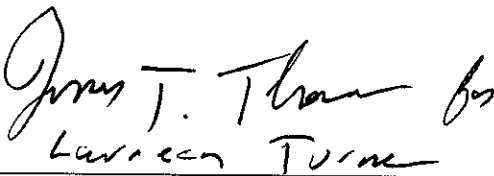
WHEREAS, in 2012 the Federal Transit Administration (FTA) promulgated new regulations for ADA service, notably the elimination of the term "common wheelchair" and the elimination of certain weight/size specifications, and

WHEREAS, it is desirable for LAVTA to consolidate all of its ADA policies into one document and to update the policies to comply with current FTA regulations.

NOW, THEREFORE, BE IT RESOLVED:

That the Board of Directors of the Livermore Amador Valley Transit Authority hereby adopts the WHEELS Dial-A-Ride Operating Policy of the Livermore Amador Valley Transit Authority, attached as Attachment 1, which supersedes Resolutions No. 04-92, No. 33-92, No. 23-2006, No. 30-2008, No. 12-2010, and No. 15-2010.

PASSED AND ADOPTED by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 4th day of February, 2013.

BY 

Laureen Turner, Chair

ATTEST 

Paul Matsuoka, Executive Director

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

WHEELS DIAL-A-RIDE OPERATING POLICY

Policy Adoption Date – 02-04-2013

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

1. SERVICE CHARACTERISTICS

1.1 ADA Paratransit

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

1.2 Demand Response

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

1.3 Shared Ride

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

1.4 On-Board Travel Times

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

1.5 Trip Priorities

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

1.6 Door-to-Door Service

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

1.7 Passenger Assistance

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

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

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

1.8 Service Area

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

1.8.1. Livermore Veterans Affairs Medical Center Service Area Extension

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

1.8.2. Southern portion of San Ramon Service Area Extension

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

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

1.9 Service Hours

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

2. DRIVER AND RIDER CODE OF CONDUCT

2.1 Drivers are not Permitted to:

- a. Escort a passenger beyond the ground floor lobby of a public building, beyond the lobby of a multi-unit residential building, or beyond the front door of a private residence.
- b. Perform any personal care assistance for any passenger. Examples include assisting with dressing, grooming, or administering medicine.
- c. Accept tips or gratuities.
- d. Wait for a passenger to make a stop to conduct business, such as at an ATM/Cash machine or pharmacy.
- e. Smoke, eat, or drink (except for water) in the vehicle while servicing a trip.

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

2.2 Riders are not Permitted to:

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

3. ELIGIBILITY

3.1 Eligibility Definitions

- 3.1.1. Individuals who, because of physical or developmental impairment, cannot utilize fixed route transit, no matter how accessible, are eligible for Dial-A-Ride service. This eligibility requirement is generally synonymous with inability to “navigate the system.”
- 3.1.2. Those individuals who can use fixed route transit, but who, because of physical or developmental impairment, cannot access their desired route, or cannot access their final destination after leaving a fixed-route vehicle, are also eligible for Dial-A-Ride service.

3.2 Eligibility Determination

- 3.2.1. The Dial-A-Ride eligibility determination process includes submittal and review of a paper application and the applicant’s Medical Care Professional’s verification.
- 3.2.2. LAVTA will process ADA Paratransit applications for the residents of Livermore, Dublin, Pleasanton, and Sunol.
- 3.2.3. LAVTA will process all applications within twenty-one (21) days of receipt.

3.3 Children's Eligibility

- 3.3.1. To be determined eligible for Dial-A-Ride service, a child with a disability who is not able to use fixed-route bus service independently must show that his or her disability -- rather than age -- causes the child's inability to use fixed-route bus service independently
- 3.3.2. For children younger than five (5) years of age, LAVTA evaluates the functional ability of the *child with an adult*, as opposed to the child alone. LAVTA certifies a child with an adult as paratransit-eligible if the child's disability prevents him or her from using fixed-route bus service when accompanied by an adult.
- 3.3.3. In the event a child younger than five years of age with a disability is able to use fixed-route bus service when accompanied by an adult, the child would generally not be eligible for paratransit.

3.4 Visitor Eligibility

- 3.4.1. The right to paratransit services as mandated by ADA cannot be restricted based on where the individual lives. An individual seeking to use Dial-A-Ride services does not have to reside in LAVTA service area and does not have to be ADA paratransit certified by LAVTA. LAVTA will honor individuals' ADA paratransit certification by other United States public transit agencies.
- 3.4.2. If the individual is not able to produce documentation of ADA certification by another transit system, but claims to be eligible for service, service will be provided. However, LAVTA may request proof that the individual is not a resident, and in some cases (for hidden impairment conditions), medical documentation may be required.
- 3.4.3. Under no circumstances is a visitor to the system entitled to service beyond twenty-one (21) days, in any combination, during any 365-day period, beginning with the visitor's first use of the service. Visitors intending to use Dial-A-Ride services for more than this limit should apply for Dial-a-Ride eligibility through LAVTA directly.

3.5 Eligibility Denials and Appeals

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

4. MOBILITY AIDS

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

4.1 Mobility Aids Characteristics

4.1.1. Weight

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

4.1.2. Dimensions

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

4.2 Mobility Aid Securements and Passenger Restraints

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

4.3 Segway Use

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

5. RESERVATIONS

5.1 Scheduling Reservations

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

5.2 Standing Orders/Subscription Rides

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

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

5.2.1. Standing Orders During Holidays

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

5.3 Reservation Request

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

5.4 Negotiating Pick-Up Time

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

5.5 Changing a Reservation

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

5.6 Canceling a Trip

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

6. SERVICE DELIVERY

6.1 Fares

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

6.2 Pick-Up Window

The pick-up window is defined as the thirty (30) minute time period starting from fifteen (15) minutes before and ending fifteen (15) minutes after the scheduled pick-up time. The pick-up is considered to be on time if the vehicle arrives anytime within the 30 minute pick-up window. For example, if the reservation is scheduled for 2:30 p.m., the vehicle may arrive anytime between 2:15 p.m. and 2:45 p.m. and be considered on time.

6.3 Five (5) Minute Rule

After the vehicle arrives within the thirty (30) minute pick-up window, the passenger must be ready within five (5) minutes of notice of the vehicle's arrival. If the passenger does not meet the vehicle when it arrives, the driver will attempt to find the passenger and dispatch will attempt to telephone the passenger. If the passenger can not be located or chooses not to start boarding within five (5) minutes, the driver may leave.

6.4 Early Pick-Ups

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

6.5 Late Pick-Ups

If the vehicle is more than twenty (20) minutes late, the dispatcher should call the passenger as a courtesy. If the ride arrives after the 30-minute pick-up window, the passenger may decline to take the trip without penalty.

If the passenger is running twenty (20) minutes late, he/she should call dispatch at (925) 455-7510 and inform them of the delay.

6.6 Same Day Trip Changes

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

6.7 Passenger No-Show and Late Cancellation

6.7.1. Definitions

6.7.1.1 "No Show"

A trip for which a passenger is not present at the prearranged time and prearranged location, and has not notified Dial-A-Ride about a schedule change, constitutes a "No Show." If a schedule change or cancellation is required, passengers are expected to inform Dial-A-Ride no less than one (1) hour prior to the beginning of the prearranged pick-up window.

6.7.2.1 "Late Cancellation"

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

6.7.2. Infractions

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

6.7.3 Excused No-Shows and Late Cancellations

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

- a. Late arrival by a Dial-A-Ride vehicle (outside the prearranged window);
- b. The Dial-A-Ride vehicle is dispatched to a wrong address or entrance of a building;

- c. A verified worsening of a passenger with a variable condition (medical or otherwise) which prevented the patron from calling at least one (1) hour in advance;
- d. A verified family emergency which prevented the passenger from calling at least one (1) hour in advance;
- e. Other verified circumstances that make it impracticable for the passenger to travel at the scheduled time and also for the passenger to notify dispatch before one (1) hour of the beginning of the pick-up window to cancel the trip.

6.8 Do Not Leave Alone Policy

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

6.8.1. When The Driver Will Wait

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

- 6.8.1.1 The passenger has a Do Not Leave Alone note in his/her Dial-A-Ride file.
- 6.8.1.2 As part of the trip reservation, LAVTA was informed of the need for an attended transfer or drop-off.

6.8.2. Receiver Not Present Infraction

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

6.8.3. Excused Receiver Not Present Infraction

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

7. ACCOMPANIED PASSENGERS

7.1 Personal Care Attendants (PCAs) and Companions

Dial-A-Ride passengers may be accompanied by a PCA at no charge to the passenger or PCA. Dial-A-Ride passengers may also be accompanied by one or more companions. Companions must pay full Dial-A-Ride fares.

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

7.2 Children

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

7.3 Service Animals

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

8. NEIGHBORING PARATRANSIT OPERATORS

8.1 Pleasanton Paratransit Service

According to an agreement with the City of Pleasanton, the Pleasanton Paratransit Service also provides demand-responsive service within the LAVTA service area, but only within the City of Pleasanton. The Pleasanton Paratransit service is operated by the City of Pleasanton and is a separate entity from Dial-A-Ride.

8.2 County Connection LINK and East Bay Paratransit

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

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

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

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

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

9. SANCTIONS

9.1 Progressive basis

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

9.2 Sanctionable Offenses

9.2.1. Excessive Late Cancellations and No-Show Infractions

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

9.2.2. Excessive Receiver Not Present Infractions

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

9.3 Progressive Sanction Penalties

- 9.3.1. 1st Sanction – Passenger will receive a phone call from the LAVTA staff. Staff will detail the specific dates and times of No-Shows/Late Cancellations or Receiver Not Present Violations, will discuss the impact to the system caused by ineffective use, and will describe the progressive sanctions if the pattern of these violations continues.

- 9.3.2. 2nd Sanction – Passenger will receive a formal written correspondence from LAVTA detailing the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations. This correspondence will warn the passenger that another month of excessive violations will result in a 15-day suspension of service.

- 9.3.3. 3rd Sanction – Passenger will receive formal notification from LAVTA of a fifteen (15) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. The notification shall warn the

patron that another month of excessive violations will result in a 30-day suspension of service.

- 9.3.4. 4th Sanction – Passenger will receive formal notification from LAVTA of a thirty (30) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. This notification will warn the passenger that another month of excessive violations will result in a 60-day suspension of service.
- 9.3.5. 5th Sanction – Passenger will receive formal notification from LAVTA of a sixty (60) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. This notification will warn the passenger that another month of excessive violations will result in a 90-day suspension of service.
- 9.3.6. 6th Sanction - Passenger will receive formal notification from LAVTA of a ninety (90) day suspension of service. This correspondence will detail the specific dates and times of the No-Shows/Late Cancellations or Receiver Not Present Violations as well as the proposed suspension dates. The proposed suspension dates will be no sooner than twenty (20) days after sending the written correspondence to provide time for an appeal by the passenger. This notification will warn the passenger that another month of excessive violations will result in another 90-day suspension of service.

10. APPEALS PROCESS

10.1 Right to Appeal

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

10.2 No Action Before Resolution

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

10.3 How to Start the Appeals Process

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

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

11. CUSTOMER COMPLAINTS AND COMMENTS

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

Forms

Form 1.1 – Budget Proposal

Form 1.2 – Addenda Receipt

PROPOSAL FORM 1.1
BUDGET PROPOSAL
PARATRANSIT OPERATIONS AND MAINTENANCE

Instructions to Proposers: This Form 1.1 is to be used to submit the budget proposed for all work described in this RFP.

All costs must be expressed in current year (FY21/22) dollars.

Costs must be expressed in annualized dollars (FY21/22) but the cost/trip will be paid for all trips carried in the 18-month base period.

Future year costs beyond FY21/22 will be calculated using escalators at bottom of Form 1.1

	Pre-COVID Service Level		75% of Pre-COVID Service Level		50% of Pre-COVID Service Level	
	FULL-TIME EQUIVALENT (FTE)	BASE YEAR (18 months) 01/01/2021 - 06/30/2022	FULL-TIME EQUIVALENT (FTE)	BASE YEAR (18 months) 01/01/2021 - 06/30/2022	FULL-TIME EQUIVALENT (FTE)	BASE YEAR (18 months) 01/01/2021 - 06/30/2022
A. Expected Trip Demand (based on pre-COVID level)						
Revenue hours		55,908		41,931		27,954
Paratransit trips		68,443		51,332		34,222
Paratransit passengers (includes PCAs,guests,etc)		71,289		53,467		35,645
B. Variable Cost						
Cost per Hour						
OR Cost per Trip						
C. Fixed Cost						
Staffing						
Project/General Manager Wages/fringes						
Road Supervisor Wages/fringes						
Dispatchers Wages/fringes						
Reservation/Call Center Representative Wages/fringes						
Operating Expenses						
Technology Costs						
Profit/Overhead						
Total - Fixed Cost	-	\$ -	-	\$ -	-	\$ -
Monthly Fixed Cost		\$ -		\$ -		\$ -
Operating Expenses (specify)						
1						
2						
3						
4						
ANNUAL ESCALATORS**	Escalation Rate	Cumulative Escalation	Escalation Rate	Cumulative Escalation	Escalation Rate	Cumulative Escalation
FY22/23 (year 2)		1.000		1.000		1.000
FY23/24 (year 3)		1.000		1.000		1.000
FY24/25 (option year 1)		1.000		1.000		1.000
FY25/26 (option year 2)		1.000		1.000		1.000
FY26/27 (option year 3)		1.000		1.000		1.000
FY27/28 (option year 4)		1.000		1.000		1.000

**Escalators include inflation, cost of living adjustments, wage/benefit increases per the CBA (if applicable), and are all inclusive.

***Insert % increase in decimals; e.g. a 2.5% increase would be entered as .025

PROPOSAL FORM 1.2
ADDENDUM RECEIPT

The bidder acknowledges that it has received the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Attachments

1. Certification of Non-Collusion
2. Drug-Free Workplace Certification
3. Certification of Restrictions on Lobbying
4. Levine Act Certification
5. Disadvantaged Business Enterprise Questionnaire
6. Control of Employee of Contractor Certification
7. Irrevocable Letter of Credit – Sample
8. Performance Security Bond – Sample

Attachment 1

CERTIFICATION OF NON-COLLUSION

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other Proposer or with any competitor.
2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

Proposer

Date

Authorized Signature

Notary:

Subscribed and sworn before me this ____ day of _____, 2020.

My commission expires _____, 2____.

Attachment 2

DRUG FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

- (a) Will receive a copy of the company's drug-free policy statement; and,
- (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACT OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

Attachment 3

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

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

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

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

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

Signature of Authorized Official

Name and Title of Authorized Official

Date

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

LC-2

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form – LLL-A

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Attachment 4

California Levine Act Statement

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 proposal submission. This duty applies to the Proposer's company, any member of the Proposer's team, any agents for the Proposer or other team members and to the major shareholders of any closed corporation that is part of the proposed team.

LAVTA's Board of Directors (as of August 1, 2020) are:

<i>Jurisdiction</i>	<i>Member</i>	<i>Office</i>
Dublin	David Haubert	Mayor
Dublin	Melissa Hernandez	Councilmember
Livermore	Bob Woerner	Vice Mayor
Livermore	Bob Coomber	Councilmember
Pleasanton	Karla Brown	Councilmember
Pleasanton	Jerry Pentin	Councilmember
Alameda County	Scott Haggerty	Supervisor

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 person listed above in the 12 months preceding the date of the issuance of this request for proposals?

☐ Yes (if yes, please identify: _____)
☐ No

Answering yes to the above question above does not preclude LAVTA from awarding a contract to Proposer.

Signature of Proposers Authorized Official

Name and Title of Proposers Authorized Official

Date

ATTACHMENT 5

DISADVANTAGED BUSINESS ENTERPRISE (DBE) QUESTIONNAIRE

1. Is your firm a registered Disadvantaged Business Enterprise (DBE)?

Yes _____ No _____

If the answer is "**Yes**", please fill in your DBE Certification Number: _____

2. Does your firm plan to subcontract any of the work or services or procure items required under this contract to any subcontractors, subconsultants, or suppliers?

Yes _____ No _____

If the answer is "**No**", you may stop here and you do not need to continue to Question 3. Please sign and submit this page.

3. Describe briefly how your firm solicited small businesses, including DBEs, to participate on this contract.

4. Explain whether your firm considered selecting portions of the work that are economically feasible for small businesses, including DBEs, to perform. Identify the portion(s) of the work or service that was selected for subcontracting and explain why these portions of work were selected:

5. Explain the reasons for rejecting bids and accepting the bids from the selected subcontractor, subconsultant or supplier:

6. Describe any efforts your firm made to assist small businesses, including DBEs, in obtaining (1) adequate information about this solicitation, and (2) necessary equipment, supplies, bonding, or insurance, among others, to perform this contract:

7. Describe any other steps your firm used to encourage or select small businesses, including DBEs:

The undersigned certifies that the above narrative is true and accurate and may be relied upon by the Agencies in evaluating the Bidder/Proposer's compliance with the bidding/proposal requirements.

Signature of Owner or Authorized Representative

Title

Date

ATTACHMENT 6

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY A CERTIFICATION CONCERNING CONTROL OF EMPLOYEE OF CONTRACTOR

The contractor, by entering into this Agreement with LAVTA to perform or provide work, services or materials to LAVTA, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent contractor and shall have full control of the work and Contractor's employees. Contractor and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of LAVTA. Contractor employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.

Authorized Representative of Proposer

Signed

Title

Date

Attachment 7

IRREVOCABLE LETTER OF CREDIT

(Date)

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

Re: **Irrevocable Standby Letter of Credit No.**

We hereby issue in your favor this Irrevocable Standby Letter of Credit for the account of

_____, a

(insert nature of organization, whether sole proprietorship, partnership, corporation or joint venture), in the amount of **five hundred thousand dollars (\$500,000)**, which is available upon your demand when accompanied by a signed statement from an officer of the Livermore Amador Valley Transit Authority (LAVTA), stating that:

The amount drafted is due to LAVTA because of failure of _____
_____ to enter into a written contract awarded to it by LAVTA, or to
furnish the requisite bond(s) or insurance certificates within the time and in the
manner required by the Contract Documents and Specifications for
_____, Contract
#_____.

We hereby agree with the drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored upon presentation when presented on or before _____. Partial drawings are permitted.
Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500.

(Financial Institution)

By: _____
Title: _____

Attachment 8

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS the **LIVERMORE/AMADOR VALLEY TRANSIT AUTHORITY**, hereinafter designated as "LAVTA," has awarded to _____, hereinafter designated as the "Principal," a Contract for Paratransit Operations and Maintenance; and

WHEREAS, said Principal is required under the terms of said Contract and the Specifications therefore to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the Principal, and _____, as a California-admitted Surety, are held and firmly bound unto the said LAVTA in the penal sum of \$500,000, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by LAVTA, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by LAVTA, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless LAVTA as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by LAVTA to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at LAVTA's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to LAVTA, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse LAVTA for all costs LAVTA incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing LAVTA's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than LAVTA or its successors or assigns.

In the event suit is brought upon this bond by LAVTA, Surety shall pay reasonable attorney's fees and costs incurred by LAVTA in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, 202__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By: _____

By: _____

Surety

Address of Surety

Note: To be signed by Principal and Surety and signature of individual signing for Surety shall be notarized and evidence of power of attorney attached.