

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH MV TRANSPORTATION, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and MV Transportation, Inc., a California Corporation ("Contractor").

R E C I T A L S

A. City desires to retain a contractor to provide complementary ADA Paratransit Service, deviated fixed route service and supplementary services from January 1, 2021 to June 30, 2023, with the option to extend services for four additional one-year periods with City approval.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three million eight hundred eighty-five thousand three hundred thirty-one dollars and no cents (\$3,885,331.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 320805.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the

limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery

to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Yuri Koslen, Project Manager
Department of Transportation and
Public Works
45 Stony Point Rd.
Santa Rosa, CA 95404
(707)543-3335
ykoslen@sripty.org

Consultant Representative:

Dennis Shipman
Senior Vice President
Northern California Office
479 Mason Street, Suite 221
Vacaville, CA 95688
(214) 490-2891
dennis.shipman@mvtransit.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for

all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and

complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2023.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant specifically for City pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City. Any processes or work product created by Consultant for its general business use shall be exclusively and solely owned by Consultant. Further, any software or computer programs used by Consultant or otherwise provided by Consultant for the performance of the services will not be owned by the City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or

other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing California COrporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves

the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: MV Transportation, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Individual/Sole Proprietor

Print

Partnership

Name: _____

Corporation

Limited Liability Company

Title: _____

Other (please specify: _____)

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: _____

ATTEST:

Title: _____

By: _____

City Clerk

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SCOPE OF WORK
for CITY OF SANTA ROSA
COMPLEMENTARY ADA PARATRANSIT SERVICE
and DEVIATED-FIXED ROUTE SERVICE

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I. GENERAL PROJECT DESCRIPTION

It is the intent of the City of Santa Rosa (“City”) to award a contract for the operation of the City’s ADA paratransit service and deviated fixed route service(s). The duration of the contract will be from January 1, 2021 through June 30, 2023, with an option to extend the contract for four additional one-year periods. The paratransit service area is generally within Santa Rosa city limits, a detailed map can be found at <https://srcity.org/Area-Map-and-Hours-of-Service>.

Paratransit					
Annual	15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Vehicle revenue hours	19,678	19,394	16,167	16,523	16,476
Vehicle revenue miles	255,299	253,902	203,488	202,393	192,415
On-way passenger trips	44,361	43,789	36,566	34,855	29,773
Passengers/revenue hour	2.45	2.45	2.45	2.32	1.89

The chart above shows the operating trends over the last five fiscal years. Future trends are unknown at this point due to the COVID-19 pandemic but it is ridership and hours will remain significantly lower than previous years in the first month of the Contract. CityBus staff will adjust annual revenue hour projections during the contract period based on its expectation of demand.

In addition to the complementary Paratransit, the proposed contract includes the operation of the existing deviated fixed route service in Oakmont Village and any new services the City may add during the contract period.

Oakmont					
Annual	15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Vehicle revenue hours	1,958	1,948	1,865	1,925	1,933
Vehicle revenue miles	21,068	20,700	19,738	20,788	20,997
On-way passenger trips	8,111	6,228	6,504	6,184	4,493
Deviated Trips	235	325	258	307	667
Passengers/revenue hour	4.26	3.36	3.63	3.37	2.32

The current service averages 1,900 hours of service. The CONTRACTOR will operate and invoice for this service independently from the complementary Paratransit service. All proposers must include both the ADA Complementary Paratransit and Oakmont Service in their Proposal, and if successful be prepared to operate both under this Contract.

During the COVID-19 pandemic Santa Rosa CityBus is offering a call ahead service to fill gaps in its fixed route transit system. Fixed route riders who can no longer make their trips because their route is not currently in service or the new operating hours are not the same on the route, they use may use the call ahead service the CONTRACTOR provides. Riders must schedule trips one day in advance. Hours for this service have been minor.

II. BACKGROUND

Santa Rosa CityBus (CityBus) is a fixed route transit system owned and operated by the City of Santa Rosa. Complementary Paratransit service is provided to disabled individuals traveling within $\frac{3}{4}$ of a mile of Santa Rosa CityBus' fixed routes. Proposers can find a detailed map at <https://srcity.org/Area-Map-and-Hours-of-Service>.

Since 2002, Paratransit ridership demand has changed from a high of 48,600 annual trips, down to about 35,000 trips over the last two years, with FY 2020 ridership below 30,000 rides due COVID-19 travel restrictions. CityBus attributes the decline in trips to demand management strategies to alleviate peak hour demand and move Paratransit riders to accessible fixed route services. Bidders should note that there were fire related ridership impacts from FY 17- FY20. The City expects the practices from the demand management plan will hold ridership flat in the coming years.

The City has 1,500 individuals currently registered for Paratransit services in Santa Rosa. Half actively use the service. Prior to the pandemic Santa Rosa Paratransit took 175 trip requests and completed 140 one-way trips from those requests per weekday. Of those trips 17% are lift assisted trips. The City leases eleven cutaway vehicles (each accommodates 6 ambulatory customers and 3 wheelchairs) and one wheelchair equipped minivan to its Paratransit contractor.

The goal of CityBus is to set the highest standard for service delivery with a culture that requires all employees, especially our front-line employees, to know and use effective techniques for handling all customers with dignity and courtesy. The City expects that Santa Rosa's complementary Paratransit system will operate under the same exacting standards and provide excellent quality of service to individuals with disabilities.

Under this service agreement the contractor will work in a close partnership with the City to deliver an efficient high-quality, safe, and user-friendly service to the community. This level of service shall be within the annual funding ceilings set for Paratransit service.

III. CONTRACT DEFINITIONS

- ADA: Americans with Disabilities Act (ADA) of 1990.
- Administration office hours are defined by three main areas of responsibility: 1) Passenger trip requests, reservations taken by reservation takers/schedulers on Monday through Saturday, 8:00 a.m. to 5:00 p.m., and Sunday 9 a.m. to 3 p.m.; 2) Dispatching of passenger trips to Paratransit Operators from start of first trip to finish of last trip, plus any phone calls necessary to complete next day's schedule, approximately Monday – Saturday 6:00 a.m. to 8:30 p.m., Sunday 9:00 a.m.- 5:50 p.m. and 3) Administration of office and Paratransit Operator personnel: hours as determined necessary by Contract Manager.
- Agreement: Professional Service Agreement (PSA) for provisions of complementary paratransit services between the City of Santa Rosa and the party selected from proposers in response to this Request for Proposals. The City will prepare the agreement and will include, at a minimum, the provisions set forth in Sections III, IV, V and all Federal Attachments of this RFP as the City may amend them prior to the execution of the contract. The **ATTACHMENT A: SAMPLE PSA CONTRACT** is as an addendum to this RFP.
- Cancellation: The CONTRACTOR and City encourage any Paratransit to call the Contractor to cancel any scheduled trips as soon as they know they will no longer be taking the trip. Clients may cancel trips 2 hours or more before a scheduled trip without receiving a penalty; the City defines these cancellations as “on-time cancellations.” Any cancellations made less than 2 hours before a scheduled trip is a “late cancellations”. For every late cancellation, a client makes in a calendar month, the CONTRACTOR shall record it as a “no-show”.
- City: The City of Santa Rosa
- City Administrative Office: The City of Santa Rosa’s Transit Division administrative office is located at:
 - Transportation and Public Works
 - Transit Division
 - 45 Stony Point Rd, Santa Rosa, CA 95401
- CHP: California Highway Patrol
- City’s Contract Administrator: The Deputy Director of Transit will designate a City staff member to administer all Paratransit-related contracts for the City.
- Complementary ADA Paratransit Service: The demand-responsive portion of the City's public transit system operated to serve people with disabilities, who are unable to access the fixed route bus system due to a disability.
- Completed One-way Passenger Trips: Defined as all one-way passenger trips completed on the day of service including all completed trips by ADA registrants, PCAs and

companions. The CONTRACTOR will calculate total completed one-way passenger trips by netting all no-shows and cancellations from all one-way passenger trips initially scheduled.

- **Communication System:** A two-way communication system for assigned staff in the office and in the field that allows for voice communication between them within the required service area.
- **Contract:** The agreement the City of Santa Rosa “City” and the chosen firm “CONTRACTOR” will enter into an agreement for the CONTRACTOR to provide all services written under Sections III, IV, and V of this RFP. The City retains the right to amend these prior to execution.
- **CONTRACTOR:** The firm chosen by City to operate complementary Paratransit service under the terms and conditions of the Contract, and all directors, officers, employees, agents, representatives, and sub-contractors of that firm.
- **Contract Manager:** A full-time, on-site employee of the CONTRACTOR who will oversee the CONTRACTOR’S provision of the City’s complementary Paratransit service and act as liaison between CONTRACTOR and the City. The management of the City’s Paratransit service shall be the primary focus of the Contract Manager, dedicating at least 75% of his/her time on the Contract, with his/her primary work location in the main dispatch facility for this Contract. The City reserves the right to reject and require replacement of any Contract Manager at any time during the term of the contract.
- **CONTRACTOR Supplied Paratransit Vehicles:** Any ADA-compliant paratransit vehicle supplied by CONTRACTOR for use in the provision of the City’s complementary Paratransit service. The CONTRACTOR may use these vehicles in addition to those leased by the City to the CONTRACTOR.
- **Customer Comment Cards:** A method by which a Customer may communicate compliments, comments, or complaints in writing. All cards, completed or not, are City property. The CONTRACTOR shall to submit all completed cards to City daily or report accurately the information contained on each card in a manner mutually accepted by both the City and CONTRACTOR.
- **Daily Manifest:** Scheduled plan of service developed daily to serve complementary Paratransit service requests for both group and individual trips.
- **Dispatch/Dispatchers:** The operational function and the person(s) responsible for job duties which include radio dispatch of and communication with Paratransit drivers, the scheduling of the Daily Manifest, and assigning drivers to trips.

- Driver Assistance: If a passenger requests and requires assistance, drivers may escort passengers to and from the front door of the primary building upon arrival at both origin and destination with the following limitations:
 - Drivers may not enter any interior area of a home or apartment.
 - Drivers may never lose sight of a Paratransit vehicle or leave a vehicle unsupervised with passengers aboard.
 - Drivers may not assist passengers in wheelchairs or other mobility devices up more than one step. The ADA does not recognize a difference between door-to-door service and curb-to-curb service. The ADA recognizes origination to destination service only.
- Effective Date: The date on which the contract commences, which will be January 1, 2021
- Eligible Riders: List of persons, in RED (Regional Eligibility Database), deemed as eligible to ride the ADA paratransit service.
- Fare Exception Report: Media used to report passenger non-payment, over payment or any other unusual circumstances related to the collection of fares from boarding passengers.
- Fare Policy: The ADA requires that Paratransit fares not exceed twice the cost of a full fare ride on Santa Rosa CityBus's fixed route bus service. With City approval, the CONTRACTOR may charge additional fare(s) for rides that extend beyond the minimal requirements of the ADA.
- FTA: The Federal Transit Administration.
- Late Trip: The City defines a late trip as a Paratransit trip where the CONTRACTOR arrives more than 31 minutes after the scheduled pick up time or outside of a scheduled 30-minute pick-up window.
- Missed Trip: Defined as the when the CONTRACTOR vehicle doesn't show up for a scheduled passenger trip within the pick-up window, or if the vehicles does arrive but as a result of being late the client refuses the transport (client has the right to refuse trip if outside the pick-up window).
- No Show: CONTRACTOR must wait five minutes after the scheduled pick-up time or window for the customer to appear at the curb or at the designated pick-up door. If the customer does not appear within this period, the CONTRACTOR can report the client as a "No Show". The Paratransit Operator must call dispatcher for permission to continue if there is a "no show" and CONTRACTOR will keep a record of all "no shows." The CONTRACTOR must report no-shows in the monthly summary report. If a customer develops a pattern or practice of "no-shows", repeated or intentional, the City will warn client. Continued violations may result in suspension of paratransit service.
- National Transit Data (NTD) Reporting and Other Miscellaneous Reports: City requires that Contractor collect and maintain all data required by the National Transit Database

(NTD) related to the provision of complementary paratransit service per the ADA. City reserves the right to establish a reporting process for and to specify the data the CONTRACTOR will collect, maintain, and report to the City.

- **On-Time Window:** The CONTRACTOR will provide all eligible paratransit clients a specified 30-minute window of time (window defined 30-minutes after the specific pick-up time confirmed with the passenger when booking) during which their scheduled pick-up will occur. CONTRACTOR shall track all trips that begin outside this window, both early and late, and report them to the City as part of the monthly summary reports.
- **Paratransit Users Group (PUG):** This is an informal group of individuals who use the City's Paratransit system or who have a professional or personal stake in the quality of Paratransit service provided by the City and the CONTRACTOR. This group provides valuable feedback to City staff on the quality of service delivery, contract language, and equipment procurement. The CONTRACTOR'S Manager or his/her designee will attend each PUG meeting.
- **Paratransit Drivers:** Individuals who are employed by the CONTRACTOR to drive paratransit vehicles. Paratransit vehicle operators must meet State and/or Federal eligibility and training requirements for operating such vehicles.
- **Paratransit Passenger:** Any disabled individual who qualifies for and uses the complementary Paratransit service. The CONTRACTOR will count companions (fare paying) and attendants (non-fare paying) separately.
- **Paratransit Service Area:** At least $\frac{3}{4}$ of a mile (in all directions) from each Santa Rosa CityBus fixed bus route on those days and during those hours that individual fixed bus routes are scheduled into service, map at <https://www.srcity.org/2406/Area-Map-and-Hours-of-Service>. City may require CONTRACTOR to extend beyond this minimum requirement.
- **Paratransit Vehicles:** Cutaway vans and sedans owned and licensed by City then leased to CONTRACTOR for provision of the City's complementary Paratransit service.
- **Passengers per Vehicle Revenue Hour Productivity Benchmarks:** Calculated by dividing all completed one-way passenger trips by revenue hours (see definition of Completed One-way Passenger Trips).
- **Personal Care Attendant (PCAs):** Are people that individuals with disabilities designate or hire to assist with one or more daily life activities such as providing personal care, performing manual tasks, aiding with mobility or communication, or aiding with life support or other equipment. A registrant may not always need PCA assistance during a complementary Paratransit trip but may need PCA assistance at the destination. The CONTRACTOR must provide service to a PCA when traveling with the eligible registrant from a common origin to a common destination. PCAs always ride fare free.
- **Pick-up Window:** Defined as the period that a Paratransit vehicle can arrive at a trip

origin to pick-up a scheduled passenger. CityBus defines its pick-up window as 30-minute window after the specific pick-up time confirmed with the passenger at the time of booking.

- Reservation Taker/Reservationist: Personnel employed by the CONTRACTOR who are responsible for taking trip requests and assigning trips for developing the Daily Manifest. There may be some overlap with dispatcher responsibilities.
- Reservation Trips: Non-reoccurring trips that are booking by qualified registrants on an “as required” basis. Riders may book these trips from the day before to 7 days in advance and as with all trips, are subject to negotiation under ADA regulations.
- Same Day Trip: This is a trip a rider books on the day service, on a space available basis. The CONTRACTOR may deny same day trip requests if space is not available. CONTRACTOR shall provide the public with same day trips when capacity exists within the schedule.
- Scheduler: Personnel responsible for programming reserved or standing order trips into vehicle tour. The Scheduler will review the schedule for service efficiency and compliance with CityBus policies. There may be overlap with dispatcher and Reservationist responsibilities. The Scheduler is responsible for producing the Daily Manifest.
- Service Performance Standards: Criteria established by City for service delivery. The CONTRACTOR must make every effort to meet these standards. The assessment of incentives and penalties will be based on the CONTRACTOR’S ability to meet these standards. Contract extensions may also be based on CONTRACTOR’S ability to meet the standards.
- Subscription Trips: These are pre-scheduled trips to/from the same origin and destination, which occur at least weekly. CONTRACTOR must comply with ADA requirements and the City’s policies on the scheduling of subscription trips. Currently, there are hours in the day where subscription trips are at capacity and the current contractor is not scheduling them. Under the direction of the City, the CONTRACTOR will maintain an established ceiling on new subscription bookings during service hours specified by the City. This may require the maintenance of a subscription trip “waiting list”. All subscription trips that cannot be accommodated through trip negotiation, will be processed on an individual basis as “reservation trips” or “same day trips”.
- Termination Date: The date on which the Contract ends for any reason.
- Ticket: Fare media sold by the City for use by Paratransit eligible persons in lieu of paying a cash fare. The City prints the tickets with information about the use of the ticket.
- Trip Denial: Is a trip that the CONTRACTOR cannot provide within a 1-hour before and after “negotiation” window of the riders requested pick up or drop off time. A zero tolerance is in effect for the denial of “reservation trip” requests.
- Trip Negotiation: Under ADA regulations, the CONTRACTOR can negotiate trip times

that they cannot accommodate at the time requested by the client within a 2-hour window. Under ADA regulations, the CONTRACTOR can negotiate a pickup or drop off time within a window from 1-hour before to 1-hour after the time originally requested by the client. Constrained Trips, where the paratransit rider has a set appointment (e.g. class, work, or appointments), Santa Rosa Paratransit will schedule trips so that the rider arrives no more than 1 hour before their appointment. Conversely, on a return trip (i.e. end of workday) the CONTRACTOR will schedule the pickup no more than 1 hour after the appointment ends. The City permits the CONTRACTOR to negotiate trips to avoid trip denials.

- **Unscheduled Trip:** This is a trip that the CONTRACTOR confirms that cannot initially schedule onto a route through advanced schedule optimization. The CONTRACTOR will organize trips on an unscheduled trip list and assign to routes on the day of service as cancellations come in.
- **Vehicle Revenue Hour (VRH) For ADA Paratransit Service:** For purposes of this contract, ADA Paratransit vehicle revenue hours are defined as the time when a vehicle arrives at the first passenger pick up location to the last passenger drop off location of a run, excluding unpaid driver lunches or breaks of 15 minutes or more. The CONTRACTOR will record all hours associated with deadheading from the operating base to the first passenger pick up location, from the last passenger drop off location to the operating base, and time required for refueling as non-revenue service hours and shall report those hours as such. The CONTRACTOR will base the per revenue hour variable billing rate on this revised definition of a vehicle revenue hour. Monthly variable rate payments for the ADA Paratransit service will be based on vehicle revenue hours operated.
- **Vehicle Revenue Hour (VRH) For Oakmont Service:** For purposes of this contract, Oakmont Vehicle Revenue Hours are defined as the time when the vehicle goes into scheduled passenger service in the Oakmont service area to the time it goes out of scheduled service in the Oakmont service area, excluding deadheading between the operating base and the Oakmont service area and any time required to fuel the vehicle. The CONTRACTOR will record all hours associated with deadheading and the time required for fueling as nonrevenue service hours and shall report them as such. The contractor will base the per revenue hour variable billing rate on this revised definition of a vehicle revenue hour. Monthly variable rate payments for the Oakmont service will be based on vehicle revenue hours operated.
- **Very Late Trips:** A paratransit trip in which the Contractor vehicle arrives more than 45 minutes after the scheduled arrival time and the client accepts the ride. Liquidated damages may be assessed for very late trips. Very late trips, like late trips, are provided free to the client and are the responsibility of the contractor to cover this cost.
- **Will-call Trips:** These are return trip requests from medical appointments made on the day of service when the client is ready to travel. The CONTRACTOR shall accommodate will-call trips to avoid “no-shows” associated with medical appointments.

IV. SCOPE OF WORK

A. OPERATIONS - ADA Complementary Service

The CONTRACTOR will provide standard ADA trips. The CONTRACTOR will take customer trip reservations until close of business the day before, but not more than 7-days in advance. The CONTRACTOR will provide a scheduler to review the next day's trips to ensure service efficiency and compliance with City policies on ride times. The designated scheduler must also be prepared to provide the City with a copy of the Daily Manifest. On the day of service, CONTRACTOR will dispatch and provide the scheduled rides. CONTRACTOR will be responsible for handling any questions from the passengers about provision of service, including policies, fares and vehicle arrival and departure times.

The CONTRACTOR will transport potential Paratransit eligible applicants to the City's assessment facility located in the City of Santa Rosa. The City anticipates 30-60 applicants per month will require transportation to this facility. The CONTRACTOR shall not charge applicants and up to one service attendant a fare to travel to the assessment facility.

The CONTRACTOR will retain enough drivers to operate service daily, as well as retain enough "back up" operators to ensure no missed service. A zero tolerance is in effect for denial of a "reservation trip" request. Refer to the definition of "Trip Negotiation" and "Trip Denial".

The CONTRACTOR will be responsible to hold revenue hours within approved monthly ceilings by maintaining or exceeding minimum hourly productivity standards, while not denying reservation trip requests or falling below minimum on-time performance standards. **In their proposal, the CONTRACTOR will clearly describe their operational strategy to control revenue hours while meeting or exceeding the City's performance minimums and complying with all Federal and State regulations.**

Under the direction of the City, the CONTRACTOR will maintain an established ceiling on new subscription bookings during service hours specified by the City. This may require the maintenance of a subscription trip "waiting list". All subscription trips that cannot be accommodated through trip negotiation will be processed on an individual basis as "reservation trips" or "same day trips".

In addition to subscription trip and reservation trip requests, the CONTRACTOR will accommodate medical will-call trip requests and, when feasible, same day trip requests. The contractor will include a description of their strategy to accommodate same day and will-call trip requests in their proposal.

The CONTRACTOR will follow ADA guidelines for negotiating trip times to avoid trip denials.

The service will operate during the same hours that Santa Rosa CityBus's fixed route system operates. Currently, the City's fixed route system operate Monday - Saturday with the first trip picking up starting at 6:00 AM and the last trips departing at 8:00 PM. Sunday service starts at 9:00 AM with the last trips departing at 5:30 PM. The City provides bus service every day except for the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service may expand to a later or earlier time to mirror the hours provided by fixed route service based on changes determined by the City, including the possible change of holidays. The CONTRACTOR will provide complementary Paratransit service within $\frac{3}{4}$ mile of a mile in each direction of all CityBus fixed routes on those days and during those hours that individual fixed bus routes are in service.

Eligible paratransit customers must also be able to transfer from the City's paratransit system to other regional paratransit operators. These operators include the County of Sonoma's Volunteer Wheels and the Golden Gate Transit's Marin Access. The CONTRACTOR shall arrange inter-operator reservations for Eligible Riders in the Regional Eligibility Database (RED) who require transfers between two or more paratransit providers.

The CONTRACTOR will prepare and provide all monthly management and operations data as detailed in Chapter IV. Scope of Work, Section G, Subsection 11: Monthly Report and as required by the city to meet all City, State and Federal ADA Paratransit reporting requirements. The CONTRACTOR will submit all required reports to the City within 10 business days of the end of the reporting months.

The CONTRACTOR will meet on a regular basis with the City's designated representative to discuss and resolve operational challenges and policy support. CityBus staff will set a meeting time and location at their discretion.

B. OPERATIONS – Deviated-Fixed Route service

Currently the City manages a deviated fixed route service for the Oakmont Village community. During the life of this contract the City may deploy additional deviated fixed route services with dispatch support to other communities within the City of Santa Rosa. For new service there may be a need to collect fares. For new services, the City will also require monthly reporting of operational data.

The CONTRACTOR will operate a deviated fixed route service within Oakmont Village (Oakmont) and a service between Oakmont and specific destinations in the eastern portion of Santa Rosa. The City will provide the CONTRACTOR with a schedule and route. This service operates from 8:15 a.m. and 3:50 p.m. Monday through Friday. The service

operates an average of 1,900 revenue hours and 21,000 revenue miles annually. Daily vehicle revenue hours are consistent at 7.60 hours. These hours are based on normal operations prior to the COVID-19 pandemic. There are slight variations in the daily revenue miles depending on the number of route deviations in the community of Oakmont. Service may expand to a later or earlier hour based on changes determined by the City, including the possible change of holidays.

The City does not require the CONTRACTOR to collect fares for the Oakmont Service.

The CONTRACTOR will prepare and provide all monthly management and operations data as detailed in Chapter IV Scope of Work, Section G, Subsection 11: Monthly Report and as required by the City to meet all City, State and Federal ADA Paratransit reporting requirements. The CONTRACTOR will submit all required reports to the City within 10 business days of the end of the reporting months.

C. OPERATIONS – Supplementary Service

Due to the COVID-19 pandemic Santa Rosa CityBus has discontinued specific routes. To support riders who rely on these routes the City is providing a call-ahead service. The service is door-to-door. Passengers who meet the qualifications must call a day ahead to schedule a ride on the service. The City anticipates that the service will still be necessary at the start of the contract period. The City will require the CONTRACTOR to provide this service until fixed route operations return to normal. The demand is low on the service with a peak demand of 300 trips a month. That has dropped significantly in recent months, in some cases there have been zero riders.

D. OPERATIONS – Travel Demand Management Support

Due to the ever changing technology landscape CityBus may leverage different travel demand management strategies during the term of the contract. One such strategy is using transportation network companies (TNCs) e.g. Lyft and Uber to serve parts of the city that have traditionally low ridership. As a requirement for this service the CONTRACTOR will provide same day ADA paratransit service to ensure consistency with ADA regulations

E. EQUIPMENT, INFORMATION SYSTEMS, SUPPLIES, PARTS AND FACILITIES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR will be responsible for and provide the following at their own expense, unless otherwise noted in the final Contract:

1. The CONTRACTOR will provide a secure facility for the operations/dispatch center, vehicle storage yard and administrative offices. in the facility must be in the City of Santa Rosa. The CONTRACTOR must store all vehicles at a location within the City limits. If the contractor is unable to find a satisfactory facility within the City's service

area it may petition the City to waive this requirement. The CONTRACTOR must ensure their chosen facility can continue to operate in the event of a man made or natural disaster.

2. The CONTRACTOR will provide back-up vehicles to supplement the City-provided fleet to address higher than normal service demand. The CONTRACTOR, however, must receive approval from the City's Paratransit Contract Administrator prior to putting any back-up vehicles in service. The City agrees to pay the appropriate cost for requiring the use of these supplemental vehicles (Back-up Paratransit vehicle operators must also be available under such circumstances.)
3. The CONTRACTOR will use a telephone system, approved by the City, capable of recording phone conversations between reservationists/customer service representatives and Paratransit clients or the public. The CONTRACTOR will track customer wait/hold times through this telephone system or by another means approved by the City. As part of the monthly reporting detailed in Chapter IV Scope of Work, Section G, Subsection 11: Monthly Report. the CONTRACTOR must report average call wait time for customers and the number of days when there are calls that exceed 5 minutes.
4. The CONTRACTOR will use a scheduling system and/or ridership database (e.g. Trapeze, Route Match) that can track information on scheduled trips and other information for all eligible users of the Paratransit system as required by the City (see **ATTACHMENT I: SCHEDULING/DISPATCHING SOFTWARE**). The CONTRACTOR must maintain and report all information the City requests in a Microsoft application (e.g., Excel). The scheduling system provided in this contract must be the most updated version of a scheduling system readily available. The scheduling modules must include the following;
 - Ability to provide notifications to customers via text and/or emailing. Notifications confirming appointment time, notifications a trip arrival time on the day of trip and notification of any changes to their trip
 - If Trapeze, then 19.0.5 or newer. Driver mate (or equivalent) for the tablet technology so that drivers can see the appointment times of passengers
 - A passenger portal so that passengers can schedule their trips on-line.
 - A delegate module for facilities that can book for all customers in one house
5. The CONTRACTOR will must be prepared to implement and utilize Global Positioning Software/Automatic Vehicle Locator (GPS/AVL) equipment and data owned and supplied by City. All data utilized and stored for this purpose is the sole property of the City.
6. The CONTRACTOR will use a two-way radio system, approved by the City, that allows all staff in the office and field, within the City's Paratransit service area, to communicate effectively with each other.
7. The CONTRACTOR will retain reliable maintenance equipment, supplies, and parts

to ensure they are able to maintain all vehicles in the fleet in accordance with all State and Federal regulations governing transit vehicles. All Paratransit vehicles operated by CONTRACTOR must be ADA-compliant, safe, clean, free of any defects, and aesthetically pleasing to a reasonable degree as determined by the City. CONTRACTOR shall use an Information Management System for tracking and maintaining maintenance records and any other data required by applicable state and federal governments (i.e. CHP, Caltrans, and NTD) governing the delivery of Paratransit service and the maintenance of public transit/Paratransit vehicles. The CONTRACTOR shall produce and maintain a formal, written preventive maintenance plan that meets applicable manufacturer warranty requirements, as well as written and electronic back-up records of all repairs and maintenance activities made to each Paratransit vehicle, in accordance with state and federal regulations. All written and electronic records shall be available to the City or a City-approved agency performing inspections for up to four years after the completion/termination of the contract. CONTRACTOR may employ a subcontractor for vehicle maintenance activities only upon written approval from City.

8. The City will provide fuel for the operation of paratransit vehicles used in the delivery of the ADA Paratransit and fixed route services. Fuel is available at the City's facilities at 55 Stony Point Road.
9. The CONTRACTOR will provide any other equipment, information systems, supplies, parts, and facilities necessary for meeting the requirements of this Contract.
10. The CONTRACTOR will comply with all applicable state/federal laws governing the delivery of complementary ADA Paratransit service and the changing service demands over the course of the contract term. The City reserves the right to reject and/or specify the equipment, information systems, supplies, parts, and facilities used by the Contractor.
11. The CONTRACTOR will take all required measures to assure business continuity and to maintain all functions critical to daily operations as required by the ADA.
12. The CONTRACTOR will agree to lease from the City, for the fee of one (1) dollar per month per vehicle, a total of eleven (11) ADA compliant and accessible cutaway buses and two (1) accessible mini-vans to be utilized as the primary vehicles in the provision of Paratransit service for City described under the Contract and this RFP in the general form of a lease equipment list set forth in **ATTACHMENT H: SAMPLE VEHICLE LEASE AGREEMENT**, which may be subject to revision by City prior to execution.
13. The CONTRACTOR shall include, as an optional capital expense line item, a system providing automatic call-outs to riders as the vehicle nears their residence. There is not a requirement that the system be a full Interactive Voice Recognition (IVR) system but should provide some of the customer service and information

functions that the typical system has. See **ATTACHMENT I: SCHEDULING/DISPATCHING SOFTWARE FUNCTIONAL SPECIFICATIONS** for requirements of IVR system.

F. VEHICLE REQUIREMENTS

The CONTRACTOR will store, maintain, and repair all vehicles used for providing complementary service under this contract. The Contractor shall be responsible for the lubricants, tires and other parts/supplies required for safely operating these vehicles. The CONTRACTOR shall also conduct daily inspections of all safety equipment installed on each vehicle, including security cameras and related devices, to verify that they are always operational. The CONTRACTOR will report any inoperable safety and security equipment on the vehicles to the City immediately. The failure to do so may result in the assessment of liquidated damages. Additionally, CONTRACTOR shall obtain City approval before installing any of its own equipment (e.g., DriveCam video cameras) or altering the City-owned vehicles in any way.

The CONTRACTOR will maintain all vehicles according to Original Equipment Manufacturer (OEM) recommendations and use only OEM, equal or better parts in any and all repairs. The City will require all paratransit vehicles to pass City safety inspections and meet City appearance requirements during the term of the Contract. IF the CONTRACTOR does not meet these standards, the City will remove the vehicle in question from service. Additionally, CONTRACTOR will produce a preventive maintenance plan in accordance with applicable state and federal regulations and any City requirements per the Contract.

The CONTRACTOR will bring one paratransit fleet vehicle and all associated maintenance records for that vehicle each month to the Santa Rosa Transportation and Public Works Maintenance Facility located at 45 Stony Point Road in Santa Rosa for the purpose of a compliance inspection. A qualified vehicle service technician, employed by the City of Santa Rosa will:

- Visually inspect the vehicle.
- Review all maintenance records for said vehicle.
- Confirm that the CONTRACTOR is completing all scheduled Periodic Maintenance in accordance with Original Equipment Manufacturer (OEM) standards.
- Confirm that the installation of all parts and components on the vehicle met OEM standards and are OEM or acceptable equivalent.
- Confirm completion of Daily Vehicle Inspections.
- Review driver-noted defects and confirm CONTRACTOR addressed all noted issues.

The City will notify the CONTRACTOR which vehicle to provide for the compliance review two days in advance of the scheduled day of the review. Upon completion of the review, the City will include a compliance form for the maintenance binder of the vehicle.

NOTE: The CONTRACTOR will only use City-owned vehicles leased to the CONTRACTOR under this contract for the direct provision of the City's complementary ADA Paratransit service, for the deviated-fixed route service (INCLUDING Oakmont), any travel demand management support services. The CONTRACTOR will not use the vehicles for any other purpose. The CONTRACTOR will not use any vehicle that is actively providing the City's Paratransit for any other purpose while doing so at any time during the operation of a vehicle only eligible Paratransit users/service attendants or authorized City or CONTRACTOR staff shall be on the vehicle.

G. CONTRACTOR EMPLOYEES

The CONTRACTOR shall be responsible for the training and oversight of all its staff and sub-Contractors. The City requires the CONTRACTOR to provide a list of all sub-contractors in their proposal. These personnel include vehicle operators, supervisors, management, administrative staff, maintenance staff, reservationists, schedulers, dispatchers, and any other personnel necessary for providing the level of paratransit service required by the ADA and the terms of the Contract. The CONTRACTOR shall professionally train its employees operating either City owned vehicles or CONTRACTOR owned vehicles used to provide services under this contract. CONTRACTOR shall ensure these employees are properly licensed (Class B) drivers, per state and federal laws governing the provisions of operating transit/paratransit service. Additionally, the CONTRACTOR shall maintain the proper documents to verify that such training and licenses are always current for all affected employees.

H. CUSTOMER SERVICE

To utilize the City's Paratransit system, the City will certify applicants through an in-person eligibility process. The City or its designated contractor will maintain the list of eligible riders RED for the use of the CONTRACTOR. Passengers who have been certified paratransit eligible by another transit property and are visitors to the City of Santa Rosa as defined under the ADA regulations, are eligible for service for a period of twenty-one days. The CONTRACTOR shall determine a rider's eligibility via RED or through documentation of the rider's eligibility at their place of residence. After twenty-one days the contractor will refer the rider to the City's eligibility process.

The CONTRACTOR is responsible for providing service information, planning and technical support to its paratransit customers and to City staff. The CONTRACTOR will accept trips for scheduling in accordance with ADA regulations.

H. DESCRIPTION OF CITY'S RIGHTS AND RESPONSIBILITIES**1. PLANNING**

City will have the exclusive right to plan the general operation of the City's Paratransit system, including, but not necessarily limited to, the right to determine and modify from time to time the following matters:

- a. Establishing revenue hour maximums
- b. Service delivery parameters including trip assignment policies
- c. Span of service
- d. Service areas in which program is to operate
- e. Eligibility Certification Program for passengers and administration of the list of Eligible Riders. Fare Policy and fare collection procedures
- f. Data collection and data reporting procedures and formats
- g. When in use for Santa Rosa Paratransit, the number and type, including seat capacities, of CONTRACTOR supplied back-up vehicles
- h. Advertising, promotion, public information, and customer feedback process
- i. City will have the right to increase or decrease the levels of service by fifteen percent (15%), based on annual vehicle revenue hours, without renegotiating with the CONTRACTOR the proposed Vehicle Revenue Hour Rate or any other term or condition of the Contract.
- j. Performance standards
- k. Introduce and implement supplemental service contract(s) to provide backup capacity on an as required basis. (For example, in the event of break downs, accidents, Paratransit vehicles running late, unavailability of CONTRACTOR Operators, or peak overloads. The City will consider supplemental in close consultation with the CONTRACTOR. Supplemental service contractors could serve as contractors directly to the City or as a subcontractor to CONTRACTOR.)

2. OPERATIONS AND MANAGEMENT SUPERVISION

City reserves certain rights with respect to oversight and monitoring of the performance of the CONTRACTOR:

- a. City reserves the right to monitor the process by which the CONTRACTOR develops, maintains, and retains records and reports, as required by the City.
- b. City reserves the right to monitor the performance and conduct of employees performing the duties related to the provision of complementary Paratransit service, as required by the City and the contract.
- c. City reserves the right to monitor the maintenance and use of all equipment and vehicles utilized in providing Paratransit service, as well Contractor's adherence to a preventive maintenance plan that is compliant with all applicable state and federal regulations.

- d. City may install on any vehicles any equipment or accessories deemed necessary or appropriate by City, such as video equipment, to monitor the quality of service delivered by CONTRACTOR.
- e. City requires the use of scheduling software and/or any other information management system by the CONTRACTOR for ensuring operational efficiency, data management, and reporting from the start of the Contract term. CONTRACTOR shall obtain City approval prior to procuring and implementing an automated scheduling system, and the City reserves the right to specify the type or brand, as well as version of scheduling software and information management system the CONTRACTOR will use. Above mentioned software must be compliant with City owned Paratransit GPS/AVL equipment and applications. Scheduling software requirements are in **ATTACHMENT I: SCHEDULING/ DISPATCHING SOFTWARE FUNCTIONAL SPECIFICATIONS**.
- f. City will establish written operational rules with the CONTRACTOR that are reasonable for operation of the City's Paratransit system. To help ensure that the service delivered by CONTRACTOR is compliant with the ADA and the terms of the Contract the City may amended the contract to ensure operations are consistent with state/federal laws governing paratransit service.
- g. City may require the CONTRACTOR to conduct daily manual passenger counts and/or other special counts/surveys per applicable state and federal regulations (i.e. NTD).
- h. City will require that the CONTRACTOR complete all operations, management, and/or performance reports required by state (i.e. Caltrans report for Section 5310 program) and federal (NTD) regulations governing paratransit service and the use of applicable equipment/vehicles for its provision, unless otherwise directed by the City. The CONTRACTOR must submit reports to the City within the first ten (10) days of each month. The CONTRACTOR must retain all materials required for completing such reports for at least 4 years from the expiration/termination of the contract. City shall inform CONTRACTOR of key deadlines for submitting required reports prior to the effective date of the Contract and reserve the right to change the dates with reasonable, prior notice.
- i. City reserves the right to reject any subcontractors proposed or utilized by the CONTRACTOR to carry out the terms of the Contract.
- j. City may make assessments against CONTRACTOR, at its sole discretion, in accordance with the Liquidated Damages Assessments Schedule.

3. EQUIPMENT

City will provide CONTRACTOR with access to the software and/or program that contains the list of Eligible Riders maintained by the City. City will always provide cameras for all vehicles the City leases to the CONTRACTOR and retain the rights to view and monitor all video feeds.

4. PUBLIC INFORMATION SYSTEM

City will assume all responsibility for 1) printing, obtaining, and producing brochures and tickets required for the operation of its Paratransit service, and; 2) promotions, advertising, and public outreach efforts.

- a. CONTRACTOR will cooperate with City in informing the public about the Paratransit service. In this regard, CONTRACTOR will permit the City, at the City's expense, to supply service and fare information for all paratransit vehicles and display racks in CONTRACTOR's facilities. If requested, CONTRACTOR's Paratransit Operators will distribute City sponsored information, including passenger survey questionnaires to its passengers.
- b. CONTRACTOR must receive permission from the City prior to releasing any documentation related to policies and procedures governing the provision of the service.
- c. CONTRACTOR will always keep all Paratransit and deviated-fixed route service vehicles (Oakmont) supplied with Customer Comment Cards.
- d. CONTRACTOR shall prominently display information about the City's Customer Comment Line and the phone number for Comment Line in each Paratransit and deviated-fixed route service vehicle (Oakmont).
- e. The Contract Manager shall attend all Paratransit Users Group (PUG) meetings and TPCC meetings (Transit Paratransit Coordinating Committee) and any other meetings as required by the City. Currently, PUG and TPCC meetings occur bi-monthly. A designated representative may attend on occasion, in place of the Contract Manager, with prior approval from the City. The Contract Manager shall inform the City of any internal CONTRACTOR safety meetings.

5. MODIFICATION OF SERVICE AND FARES

City will give thirty (30) days prior written notice to CONTRACTOR from the effective date of a modification to the fare or service delivery structure. In the event of an emergency or natural disaster as declared by the City, the 30-day provision shall not apply, and CONTRACTOR shall use its best efforts to modify the existing service or provide additional service as requested and directed by appropriate City emergency response officials to respond effectively to the emergency.

6. ADVERTISING

City may utilize the interior of all vehicles used to provide service under this contract for the display of any written or printed advertising, promotional material, or public information notices at City's sole cost. CONTRACTOR will display only City-issued material on either the interior of Paratransit vehicles. The CONTRACTOR will not display advertising or other material on the exterior of vehicles used to provide service under this contract.

7. CUSTOMER COMPLAINTS AND COMMENTS

- a. Customers can provide compliments, comments, and complaints about the service by completing a Customer Comment Card or by calling the City's Customer Comment Line.
- b. CONTRACTOR will submit all completed cards to the City daily via email and submit a monthly report summarizing complaints by type and statement of action taken. Upon submittal, the City will review and address each comment in a manner deemed most appropriate by the City; City shall also require CONTRACTOR to respond to the City within a reasonable timeframe that is consistent with the gravity of the comment. For example, if a passenger was seriously injured on a vehicle, the City may require an immediate explanation from the CONTRACTOR; whereas, if a passenger complained about the air conditioning on the bus, the CONTRACTOR may be given a longer period of time to investigate the A/C equipment and respond accordingly.
- c. City reserves the right to require the Contract Manager and/or other appropriate staff to attend meetings with City staff to address customer complaints and comments as needed.
- d. City shall receive and document customer compliments, comments, and complaints. City shall define complaint categories and calculate the number of service-related complaints.

G. DESCRIPTION OF CONTRACTOR'S RIGHTS AND RESPONSIBILITIES**1. SERVICE PROVIDED BY CONTRACTOR**

- a. CONTRACTOR shall handle all passenger calls regarding the requests for Paratransit service and trip reservations utilizing a telephone system that allows for the audio recording of trip reservations and exchanges between CONTRACTOR's customer service staff/reservation takers and clients for the sole purpose of tracking the quality of customer service provided by the CONTRACTOR. CONTRACTOR must also monitor this system to track wait times for each telephone call. The CONTRACTOR will provide call wait time reports to the City monthly. CONTRACTOR will ensure that information will be specific to all services the CONTRACTOR provides to the City.
- b. CONTRACTOR shall meet all service level requirements under the ADA

requirements. CONTRACTOR shall ensure that it has enough back-up vehicles and drivers to prevent trip denials from occurring. Trip denials are not acceptable and are subject to liquidated damages.

- c. The CONTRACTOR will provide paratransit services to customers registered in the Regional Eligibility Database (RED) and make reservations to connect with other paratransit providers.
- d. CONTRACTOR will make service changes at City's request. If the City increases service levels, CONTRACTOR will provide any additional personnel necessary to implement the increase for as long as the changes are applicable.
- e. CONTRACTOR will operate the City's Paratransit service according to service parameters set forth in written instructions by City. The City may modify this service in a way that extends, reduces, or further modifies the service parameters. Based on current fixed route bus service, the Paratransit system must be available from 6:00 a.m. to 8:00 p.m., on Monday through Saturday, and from 9:00 a.m. to 5:30 p.m., on Sunday.
- f. The CONTRACTOR will have a dispatcher on duty one half-hour before the start of service and shall remain on duty until the last vehicle returns to base. CONTRACTOR shall ensure City staff can always reach the dispatcher during these hours to address any potential issues/emergencies. The dispatcher will always maintain contact with the direct phone line.
- g. CONTRACTOR must ensure that customer service staff is available every day that Paratransit service is operating to answer customer calls and address service issues 15-minutes prior to the first scheduled pick-up and 15 minutes after the last scheduled pick-up. For example, if the first scheduled pick-up occurs at 6:30 a.m. and the last scheduled pick-up occurs at 8:00 p.m., the CONTRACTOR shall have staff available to answer customer calls between 6:15 a.m. and 8:15 p.m.
- h. CONTRACTOR will take reservations between standard business hours, which are 8:00 a.m. to 5:00 p.m. weekdays and Saturdays; Sundays from 9 a.m. to 5 p.m. An answering machine must be available for calls received during off hours.
- i. CONTRACTOR is responsible for maintaining all Paratransit vehicles and their equipment to ensure their safe operation at all times.

2. SERVICE PERFORMANCE STANDARDS

City expects that CONTRACTOR will meet or exceed the following performance standards. City, or its designee, will periodically monitor CONTRACTOR's adherence to these standards.

- a. Sufficient Paratransit Operators. At the start of the Contract, CONTRACTOR will have available enough Paratransit Operators, plus back-up Paratransit Operators to drive the number of vehicles available and maintain at least a 97% on-time performance level. The CONTRACTOR will not drop or miss trips due to unavailability of drivers.
- b. Disabled Paratransit Vehicle. CONTRACTOR will make best efforts to minimize service delays due to road failures. If a vehicle has a road failure, CONTRACTOR will provide a replacement lift equipped (if original vehicle was lift equipped) vehicle with an unassigned back-up vehicle and operator, making best efforts to minimize service delays. If a vehicle experiences a lift malfunction, the CONTRACTOR will remove it from service and replace it with a similar lift equipped vehicle.
- c. Service Efficiency. CONTRACTOR shall implement scheduling practices to maximize service efficiency. City's standard for completed one-way passenger trips per Vehicle Revenue Hour for ADA Paratransit service is 2.4. This standard is based on the number of completed passenger trips net cancellations and no-shows.
- d. Customer Comments, Compliments and Complaints. During a month, paratransit service should not have more than five complaints. For this metric City staff defines complaints as instances where a passenger has a grievance against some part of the paratransit operation. Examples of complaints that meet this definition are a rude driver, a missed pick up, improper securement of a mobility device, and anything else that is under the direct control of a CONTRACTOR'S staff member.
- e. In-coming Calls Wait Time. CONTRACTOR shall provide enough staffing to ensure that the average incoming call wait time is 1 minute or less for calls relating to service issues and 1.5 - 2 minutes or less for calls from individuals wishing to make a trip reservation.
- f. On-Time Performance. CONTRACTOR shall schedule service and manage operations to maximize the number of customers picked up within 30 minutes of the scheduled pickup time. City's standard for On-Time performance is 97%. A passenger trip is late if the vehicle arrives for the scheduled pickup 31 minutes or more after the scheduled pickup time (1 minutes or more beyond the end of the pickup window). A trip is "hot" if the bus arrives before the beginning of the pickup window. The CONTRACTOR will not pick up a passenger prior to the beginning of the pickup window unless agreed to by the passenger.
- g. Passenger Ride Time. No one rider shall spend more than one hour (time limit subject to change by City) on a vehicle during any one way trip, if a trip is less than twenty miles. The City limits onboard time to ninety (90) minutes for trips at least

twenty miles. This policy is subject to change. No trip shall exceed one-hundred and five minutes.

3. PROVISION OF PERSONNEL

- a. CONTRACTOR will maintain for inspection by City at all reasonable times a roster of personnel and their assignments and submit the roaster quarterly to the City. All such personnel will be employees of CONTRACTOR, and CONTRACTOR will be solely responsible for payment of their wages and benefits as well as for their wrongful acts. Notwithstanding the foregoing, City will have the right to notify the CONTRACTOR of any problems or concerns involving the performance or conduct of any employee of CONTRACTOR who is participating in the provision of the City's paratransit service. CONTRACTOR shall respond immediately to any such notice by City and shall take appropriate actions to remedy any problems or concerns including, where appropriate, termination or removal of such employee from provision of service for City. CONTRACTOR will faithfully comply with the terms and conditions of its agreements, if any, with any labor organization representing CONTRACTOR's employees concerning wages, benefits and terms and conditions of employment.
- b. Before hiring or assigning staff, the CONTRACTOR shall conduct a national criminal background check through the California Department of Justice. The CONTRACTOR will complete the check for a period of seven (7) years prior to the date of hire and extending up to a date not more than four (4) weeks prior to the date of hire. For this Contract, the CONTRACTOR will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws.
- c. 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 City 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.
- d. Operations Personnel Retention. It is of paramount interest to the City and in the best interest of its customers that staff operating services under this contract (drivers, dispatchers, and maintenance staff) but gain hands-on experience in their craft in addition to professional training. It has been the City's experience that a high turnover rate among operations staff reduces overall service quality through

lack of efficiency and familiarity with the areas in which they operate. To indicate that level of commitment a CONTRACTOR will have to encourage retention and longevity of its Paratransit Operators. The City requires any bidder to submit a plan to demonstrate how they will retain operational staff as part of their proposal. This plan shall include the wage scale for all operations employees, flat in the first year of the contract, an increase in the second year of the contract of 1.5% and if the contract extends into a third year a 2.5 % increase to apply to the entire pay scale for operations staff. Bonuses associated with fluency in languages other than English (Spanish fluency is highly desirable), a health care benefit contribution of 75% of the overall premium for all operational staff assigned to the Contract, and any other incentive plan (e.g. award programs, etc.) that will CONTRACTOR will use to encourage retention.

- e. CONTRACTOR will provide, at a minimum, the following personnel:
 - i. Contract Manager. CONTRACTOR will designate a full-time on-site employee as the Contract Manager who will oversee the proper operation of the City's Paratransit system. Although this is a full-time on-site position, the City requires that the Contract Manager devote a minimum of 75% of his/her time to the City's contract. The City must approve the Contract Manager and any replacement of the Contract Manager. The Contract Manager must be on duty Monday through Friday, from 8:00 a.m. to 5:00 p.m. During other service hours the Contract Manager or supervisor designee will be available for on-call service related issues. CONTRACTOR shall not, without the prior written notification to the City, remove or reassign a Contract Manager approved by City. This position will be the employee's primary responsibility to the CONTRACTOR, with his/her primary work location being in the main dispatch facility. The Contract Manager's duties shall include the oversight of all employees and training of Reservationists, Dispatchers, and Supervisors. The Contract Manager shall attend meetings of the Paratransit Users Group, and the Transit/Paratransit Coordinating Committee. The Contract Manager will make every effort to attend meetings and/or conferences that the City deems relevant. The Contract Manager shall respond to complaints verbally to the complainant and by email to the City within 3 days of receiving a complaint. The Manager shall interact directly with the City representative and will be solely responsible for the submittal to City of all daily, monthly, quarterly, and yearly reports required under the Contract.
 - ii. Paratransit Operator Supervisor/Trainer. CONTRACTOR shall designate at least one employee to serve as Driver Supervisor/Trainer. The CONTRACTOR shall furnish the City with a current roster of scheduled supervisors including all updates as changes occur.
 - iii. Dispatchers/Reservation Takers-Schedulers. The CONTRACTOR will provide dispatcher(s) as necessary to properly oversee the daily operation of the City's

paratransit system. The dispatcher(s) will insure proper and efficient utilization of personnel and equipment to meet the Daily Manifest. At least one dispatcher will be on duty 30 minutes prior to the start of service and until the last bus pulls into the yard. At least one Dispatcher and one Scheduler will be available at peak call-in times (7-10 a.m.). A minimum of one Scheduler will be on duty every day in the afternoon/evening to assure accurate and efficient manifests for the next day of service. The CONTRACTOR must meet these minimum staffing requirements in addition to any staffing required to meet other performance objectives, including the performance standard for incoming call wait times.

Optional Weekday Dispatch Team. CONTRACTOR will provide an optional Lead/Assistant Dispatch structure. Lead Dispatcher's primary role would include ongoing schedule optimization, incident management, assignment of will-calls and same day requests, and managing on-time performance. The Assistant Dispatcher's primary responsibilities would be to process bookings and negotiate pick-up times, assign unscheduled trips on day of service, and process cancellations. The Lead/Assistant Dispatch team would provide coverage between 8:00 a.m. and 5:00 p.m. Monday through Friday.

- iv. Paratransit Operators. CONTRACTOR will provide as many properly qualified and trained Paratransit Operators as are necessary to operate safely and efficiently any paratransit vehicles used for the City Service. All Paratransit Operators shall have the skill and temperament to operate a bus in a safe manner, and according to California State Law. The CONTRACTOR will train, qualify, and license each Paratransit Operator in accordance with all applicable state and federal laws in the operation of any Paratransit vehicle. CONTRACTOR will use its best efforts, consistent with any agreement between it and any labor organization representing its Paratransit Operators, to assign Paratransit Operators to the same service area for the sake of consistent service and excellent customer relations. Operator assignments will be such that efficiency of vehicles and manpower will be maximized in terms of the number of passengers carried.

4. QUALIFICATIONS OF PERSONNEL

CONTRACTOR will furnish such qualified drivers and dispatchers, reservation takers, supervisory, quality control, clerical, and other personnel as may be necessary to provide the City's Paratransit service in a safe and efficient manner, and to broker supplemental service if needed.

CONTRACTOR will train all employees in such a way that ensures those employees are qualified to perform the tasks necessary to execute the duties in this contract. Additionally, all employees shall always have the proper medical/performance

clearances and licenses under applicable state and federal laws governing the provision of public transit/paratransit. The City also reserves the right to require training, testing and other additional personnel qualifications beyond the minimal requirements of the law to ensure the utmost safety and security of the City's Paratransit customers. CONTRACTOR must maintain written documentation demonstrating compliance with all applicable laws and City requirements, and this documentation must be immediately available for City inspection upon request.

5. OPERATOR UNIFORMS

Paratransit Operators will wear clean, pressed uniforms supplied by CONTRACTOR which will include a solid, button-up short or long sleeve sport shirt or blouse, solid, dark pants, (no denim jeans allowed), black shoes appropriate for use while handling and loading wheelchairs, dark over-garment as needed for weather protection, including, but not limited to, rain gear and a light jacket purchased by CONTRACTOR. The City will approve any other uniform parts or accessories, such as City uniform baseball type cap, that adds to the professional appearance of Paratransit Operators. CONTRACTOR may also mirror the uniform policies of Santa Rosa CityBus; however, all uniforms provided to any employee of the CONTRACTOR must clearly show a non-removable emblem or other insignia indicating the employee's affiliation with the CONTRACTOR. Vehicle operators' uniforms must include identification by ID number (see item Chapter IV Subsection 6.c.vi. below).

6. EMPLOYEE CONDUCT

- a. CONTRACTOR will ensure that all its employees present a neat appearance and conduct themselves in a courteous, efficient manner.
- b. City always has the right to inspect the performance of the CONTRACTOR'S employees. If the City finds any employee not to be courteous or not properly performing the services required by the Contract, the CONTRACTOR shall take necessary corrective measures consistent with any applicable provision of any agreement between it and a labor organization representing its employees.
- c. The CONTRACTOR will train all employees who are likely to be in contact with the public to give accurate information concerning all City fares and services. Additionally, Paratransit Operators shall meet the following requirements and observe the following rules. All Paratransit Operators shall:
 - i. Be courteous and sensitive to the special needs of the passengers with disabilities and all persons contacted in the performance of the job;
 - ii. The CONTRACTOR will schedule operators in a manner that ensures a consistently high quality of service;
 - iii. Always maintain a working timepiece; (The time on his/her timepiece must be in sync with the dispatcher or lead driver daily.)

- iv. Speak, understand, and write the English language and only use the English language when communicating on the two-way radio regarding Paratransit-related business;
- v. Always wear a uniform during all service hours that is consistent with the uniform policies outlined in the Contract;
- vi. All operators must have an ID number, which the operator must wear on the outer garment during all service hours (name badges are optional);
- vii. Inform customers of his/her first name or ID number upon the request of the customer;
- viii. Complete a daily pre-trip inspection report per CHP/state/federal regulations;
- ix. Not eat, drink, or smoke aboard Paratransit Vehicle at any time;
- x. Avoid boisterous or profane language or incivility to anyone and never use profanities while talking on the two-way radio;
- xi. Keep the vehicle clean and sanitary during the work shift;
- xii. Immediately report any vehicle defects to his/her supervisor or dispatcher;
- xiii. Use Paratransit Vehicles only in accordance with assigned duties;
- xiv. Conduct self and operate assigned vehicle in a safe and courteous manner;
- xv. Not allow anyone to solicit on the vehicle;
- xvi. Only allow a service animal (e.g., guide dogs) on vehicle and small animals in secure containers, consistent with fixed route restrictions;
- xvii. Refrain from speaking to anyone concerning an accident or similar incident unless it is to the Police, City staff, City Claims Adjuster or CONTRACTOR supervisory personnel; all information regarding an accident involving the City's Paratransit service is confidential;
- xviii. Follow the route manifest and maintain time schedules to the extent possible and notify dispatcher if it becomes necessary to alter the order of pickups or drop off or if the driver cannot maintain the schedule;
- xix. Communicate to dispatcher (via the on-vehicle communications system) arrival and departure times at all pick-up and drop-off locations;
- xx. Notify his/her supervisor or dispatcher via the on-vehicle communications system of any schedule delay, including but not limited to passenger no-shows, and not talk bus to bus without direction from dispatch;
- xxi. Make all customer stops in a safe location and manner and only at designated stops unless otherwise authorized by dispatcher;
- xxii. Refrain from accepting gratuities of any kind;
- xxiii. Keep a daily log of departure times and number of customers boarding at pickup areas;
- xxiv. Honor special passes, collect fares/tickets, issue public timetables, issue bulletins and other materials, and perform occasional surveys or other actions as required by the City;
- xxv. Not carry or play any type of portable radio or wear headphones aboard vehicles whether moving or parked;
- xxvi. Carry and use as necessary a CONTRACTOR supplied deodorizer in each

- vehicle;
- xxvii. Secure all wheelchairs and scooters using the tie down systems in each vehicle;
- xxviii. Verbally identify his/herself to blind or visually impaired customers;
- xxix. Assist customers as needed and required by the ADA;
- xxx. State law prohibits the use of cell phones and/or text messaging devices while driving. If any report of this occurs and the City can verify the offence the CONTRACTOR shall take appropriate disciplinary actions.

7. SUBSTANCE ABUSE PROGRAM

CONTRACTOR shall require its prospective safety sensitive employees to undergo pre-employment drug testing, consistent with City policies and any applicable state/federal laws. Safety sensitive employees shall also be subject to post-accident testing, probable cause testing, and random testing, as required by FTA 49 CFR Parts 653 and 654, Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations. Such drug and alcohol tests will comply with Federal Transit Administration (FTA) regulations. If an employee fails a random, post-accident, or probable cause test, CONTRACTOR shall inform the City's Paratransit Contract Administrator of the failure and of the actions taken within 24 hours of the event.

If the City approves a subcontractor for the delivery of services under this Contract, the CONTRACTOR will be responsible for administration of a substance abuse program for the subcontractor's employees engaged in the delivery of the City's Paratransit service.

8. COLLECTION OF FARES

CONTRACTOR will collect all fares or other evidence of payment, including Santa Rosa Paratransit Tickets, for passenger transportation pursuant to the fare structure policy established by City and CONTRACTOR prior to the start of the trip. The CONTRACTOR shall retain cash fares paid by customers at the door and use this revenue to offset a portion of the Contract's total cost to the City. The CONTRACTOR shall also establish formal, written, fare collection procedures that would minimize the potential for fraud. It is the sole responsibility of the CONTRACTOR to ensure the proper handling of fare payment transactions between its employees and customers, and the City reserves the right to inspect and audit the CONTRACTOR's fare collection procedures and cash handling practices at any time.

- a. CONTRACTOR will ensure that all Paratransit Operators are aware of and adhere to the Fare Structure Policy. If a customer does not have a fare, or overpays a fare, the driver will completely and accurately fill out a fare exception form and give one part to the customer and return the other part to the dispatcher, which must be forwarded to the City immediately. City will can deduct from payments

otherwise due to CONTRACTOR a sum equal to the fare revenue lost due to the dishonesty of CONTRACTOR's employees or the consistent disregard of the Fare Structure Policy by CONTRACTOR's employees.

- b. Cash fares will be the responsibility of the CONTRACTOR. Responsibility of the CONTRACTOR means that the CONTRACTOR will collect consistently, account accurately, and transport safely all fare revenue. The CONTRACTOR will account for and report fare revenues in the City provided form. The CONTRACTOR shall submit the report with the monthly invoices. The CONTRACTOR shall deduct the monthly cash fare revenue from amount the CONTRACTOR invoices the City in that given month.
- c. Personal care attendants (PCA) shall ride at no charge. Serving companions shall not result in the occurrence of a trip denial for an eligible ADA registrant due to capacity limitations. City will provide information on whether an individual Paratransit registrant requires a PCA via providing the CONTRACTOR with access to the Regional Eligibility Database
- d. The City allows fare free round trip transportation to the site for functional assessments in conjunction with the Paratransit registration process. The CONTRACTOR shall record these trips on the invoice as a "functional testing trips" in the monthly reporting as seen in **ATTACHMENT D: COST PROPOSAL**.

9. PARATRANSIT TICKET HANDLING PROCEDURE

CONTRACTOR shall collect Santa Rosa Paratransit Tickets used as full fare in lieu of a cash fare, tally and bundle the tickets with the total number of tickets notated and return the tickets and tally to the City's contract manager by the 10th day of the month. The CONTRACTOR will include tickets and cash fares in a separate line item on monthly invoices. The City reserves the ability to provide the public with a mobile ticketing solution.

10. RECONCILIATION OF FARES COLLECTED

The City will reconcile cash fares, Santa Rosa Paratransit Tickets collected, and fare free rides to and from the eligibility assessment site and recorded by the CONTRACTOR with monthly records of completed trips by ADA registrants and companions. Shortfalls or negative variances between fares collected and completed trips will be reviewed with the CONTRACTOR, and if there are no records of fares not collected from specific passengers, cash fare and/or ticket shortfalls will be deducted from monthly invoice charges reflected in the CONTRACTOR'S invoice.

11. MONTHLY REPORT

CONTRACTOR shall submit monthly reports and any other report required by this Agreement in the time and manner required in this Agreement. Unless stated otherwise in the RFP or Agreement, the CONTRACTOR will submit monthly reports to the City by the 10th day of the month. The below chart details the data requirements of the month reporting, the City will provide the excel document with formatting for the report out. The CONTRACTOR shall maintain back-up records to support reported data.

Per day States on the following	Per Month data
Booked Trips	Number of early pick-ups
In-advance Cancels	Number of late pick-ups
Same Day Cancels	Transfers w/ SCT & GGT
No Show	One-Way Presumptive Trips
Actual Trips	ADA Negotiation Option Refusal
Attendant/Companion	Capacity Constraint Denials
Revenue Miles	Missed trips
Deadhead Miles	Total Complaints
Revenue Hours	Total Commendations
Deadhead Hours	Road Calls for Mechanical Failure
Cash collected	Road Calls for Passenger Incidents
Tickets collected	Lift Failures
No Pays customers	Major Mechanical System Failures
Vehicles in Service	Other Mechanical System Failures
Subscription Trips	Vehicle Accidents Preventable
Evaluation Trip	Vehicle Accidents Non Preventable
Lift Trip	Client Injuries
PREPAID Trips	Major Accident Event
	Non-Major Accident Event
	Detailed description of each incident
	Phone system data of Average call wait time for service issues<1 minute
	Phone system data Number of days when a call exceeded 5 minutes
	Preventive Maintenance Compliance Report
	Number of Late PM's
	Average time per passage trip on vehicle
	Max trip time per passenger on vehicle
	Drug and Alcohol Monitoring MIS Report Quarterly

12. NONDISCRIMINATION IN PROVISION OF SERVICE

In providing the services under this Contract, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, gender, national origin or disability. No person shall, on the basis of race, color, religion, gender, national origin, disability, or sexual orientation be excluded from participation in or be denied the benefits of the services, programs or activities provided under this Contract.

13. EMERGENCY SERVICE RESPONSE

The CONTRACTOR will appoint key supervisor personnel to act as contacts and to coordinate disaster response activities, as required by the City of Santa Rosa. CONTRACTOR disaster response activities could include, but not be limited provision of qualified drivers and the operation of City-owned vehicles as directed by the City's Emergency Operations Center or CityBus supervisory staff. Compensation shall be based on the number of vehicle service hours operated in response to a disaster as priced at the effective variable hourly rate defined in the CONTRACTOR'S cost proposal. CONTRACTOR shall train how to appropriately handle these situations. CONTRACTOR will do whatever is necessary to maintain business continuity during and following a catastrophic event. Please see **ATTACHMENT C: APPLICABLE FEDERAL CLAUSES** as they relate to emergency response, recovery, and funding.

14. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The CONTRACTOR shall comply with all local, State, Federal laws that govern the administration of any part of the work in this document. The CONTRACTOR shall be in complete compliance with all laws imposed both solely on the CONTRACTOR as well as those imposed solely on the City. See **ATTACHMENT C: APPLICABLE FEDERAL CLAUSES**

15. INSURANCE AND BONDING REQUIREMENTS

CONTRACTOR shall comply with the insurance and bonding requirements in **ATTACHMENT B: INSURANCE REQUIREMENTS**. City reserves the right to withhold payment of a monthly invoice and assess a penalty equal to the amount invoiced to the City for the service provided on each day that the CONTRACTOR is not compliant until the CONTRACTOR is able to achieve full compliance.

16. The CONTRACTOR will refer any public requests for information regarding Paratransit Service Policy to the City's designated Paratransit contact person.

17. The CONTRACTOR shall refer any public requests for information regarding any legal claim or legal issue to the City's designated Paratransit contact person for review with the City's legal representative.

V. CONTRACT PROVISIONS**A. COMPENSATION AND PAYMENT**

City will compensate CONTRACTOR for services rendered under the Contract at the monthly administrative charge and a charge for the number of Vehicle Revenue Hours. The CONTRACTOR must identify all costs with appropriate price in the Proposal. The CONTRACTOR shall provide a monthly invoice to City, which shall include the following:

1. MONTHLY ADMINISTRATIVE CHARGE (FIXED COST)

This charge is a flat monthly amount that includes all fixed costs associated with operating the CityBus ADA Service and Oakmont service. This charge includes, but is not limited to, management wages and benefits, radio equipment, frequency costs, scheduling/dispatch system software licensing, server fees, GPS/AVL wireless charges, telephone system, computer equipment, performance bond, office supplies, materials and supplies, insurance, start-up costs, management fee and profit, recruitment/training costs, and other fixed costs and equipment.

2. ADDITIONAL ADMINISTRATIVE HOURS

The City may require the CONTRACTOR to provide additional administrative office staffing (such as additional reservation hours or additional dispatching hours). If the CONTRACTOR requires additional administrative staffing, the CONTRACTOR shall charge it at the hourly rate set forth in CONTRACTOR'S cost proposal. The charge shall include the additional wages and benefits for reservationists, dispatchers, clerical staff, and any other reasonable costs that by increases in the number of administrative hours can affect.

3. SUPPLEMENTAL VEHICLE CHARGES

Should the City deem the use of the CONTRACTOR'S supplemental vehicles as necessary to meet Paratransit ridership demand, CONTRACTOR may charge the fully depreciated cost for the vehicle, pro-rated by day. The CONTRACTOR will reflect the variable costs associated with the operation of these vehicles in the Cost per Vehicle Revenue Hour charged to the City.

4. COST PER VEHICLE REVENUE HOUR (VARIABLE COSTS).**a. ADA PARATRANSIT COMPLEMENTARY SERVICE**

This charge shall include the variable costs associated with operating a paratransit vehicle. It shall include the proportionate share of Paratransit Operator wages and benefits, , wages and benefits for dispatcher, scheduler, reservation takers, clerical, customer service staff maintenance costs, parts and equipment, and lubricants, physicals, uniforms, materials and supplies, and other variable costs associated with operating a paratransit vehicle. **The City**

will provide the fuel for Paratransit service vehicles at no cost to the CONTRACTOR.

Under normal operating circumstances the CONTRACTOR can assume 17,500 revenue hours in year one of the contract. However, the pandemic will reduce these hours. The CONTRACTOR shall be flexible in its expectation of billable hours in Year One of the contract.

City will deduct from amounts otherwise owed to CONTRACTOR an amount equal to assessments imposed by City on the CONTRACTOR, plus any other amounts the City may be entitled to deduct and/or added under the provisions contained in Chapter IV Subsection 8: Collection of Fares, Chapter V Subsection 7: Liquidated Damages, and Chapter V Subsection 7: Performance Incentives. The City will assess incentive bonuses and/or penalties on a quarterly basis. The City will make payment one (1) month following approval of an invoice by the appropriate staff. The invoice shall cover all costs agreed upon under the Contract for those periods identified in each invoice.

5. DEVIATED ROUTE MONTHLY ADMINISTRATIVE CHARGE (FIXED COST)

This charge is a flat monthly amount that includes all fixed costs associated with operating the Oakmont service. This charge includes costs not covered by the ADA paratransit service. Including office supplies, facilities costs, radio equipment and frequency costs, scheduling/dispatch system software licensing and server fees, GPS/AVL wireless charges, telephone system, computer equipment, performance bond, office supplies, materials and supplies, insurance, start-up costs, management fee and profit, recruitment/training costs, and other fixed costs and equipment.

6. DEVIATED ROUTE MONTHLY ADMINISTRATIVE CHARGE (VARIABLE COST)

This charge shall include the variable costs associated with operating the bus for the Deviated Route ("Oakmont bus" or future service). It shall include the proportionate share of Paratransit Operator wages and benefits, wages and benefits for dispatcher, scheduler, reservation takers, clerical, customer service staff, maintenance costs, parts and equipment, and lubricants, physicals, uniforms, materials and supplies, and other variable costs associated with operating the service.

Based on the description of the Oakmont deviated route service being required of the CONTRACTOR by the City in this RFP, and established time schedule and dates of operation, City estimates in Year One of the Contract there will be approximately 1,900 Vehicle Revenue Hours for the Oakmont service. Unlike the ADA paratransit service, the Oakmont service has remained at normal levels during the pandemic. The City does not expect an increase in annual Vehicle Revenue Hours during the contract cycle beginning January 1, 2021.

The City does not anticipate an increase in hours over the term of the Agreement for the Oakmont service but reserves the right to increase the hours for other deviated fixed route and dial-a-ride services at the same hourly rate as quoted for the currently estimated hours.

City will deduct from amounts otherwise owed to CONTRACTOR an amount equal to assessments imposed by City on the CONTRACTOR, plus any other amounts the City may be entitled to deduct and/or added under the provisions contained in Chapter IV Subsection 8: Collection of Fares, Chapter V Subsection 7: Liquidated Damages, and Chapter V Subsection 7: Performance Incentives. The City will assess incentive bonuses and/or penalties on a quarterly basis. The City will make payment one (1) month following approval of an invoice by the appropriate staff. The invoice shall cover all costs agreed upon under the Contract for those periods identified in each invoice.

7. LIQUIDATED DAMAGES

City shall have the right without prior notice to CONTRACTOR to make assessments against amounts owed by it to CONTRACTOR under the terms of the Contract as provided below. Each assessment contained in the Liquidated Damages Provisions shall stand on its own and may be cumulative. The application of one assessment shall in no way affect the application of any or all remaining assessments/incentives established herein.

The City may elect not to impose an assessment at its discretion. City's election not to impose or collect any assessment detailed above in any one instance will not act as a waiver of City's right to make such assessments or pay such incentives in the future. The assessments detailed in this Section in no way relieve CONTRACTOR of its obligation to satisfy each requirement under the terms of the Contract. Both CONTRACTOR and City agree that CONTRACTOR's failure to meet its obligations under the Contract will result in financial injury to City which would be incalculable including but not limited to reductions, fluctuations or changes in funding received by City. The exact amounts of any such financial injury shall be extremely difficult to determine at the time. CONTRACTOR, therefore, agrees that the amount City owes to the CONTRACTOR under the Contract will be reduced as compensation to City for those financial injuries. Both City and CONTRACTOR agree the assessments detailed below are reasonable estimates of the damage City will suffer due to the shortcomings in CONTRACTOR'S performance to which they relate. Accordingly, City may, in its complete and absolute discretion and without any prior notice to the CONTRACTOR, reduce the amount it otherwise owes to CONTRACTOR under the Contract by the following amounts and for the following reason:

- a. Non-payment for the operation of revenue hours that exceed the monthly ceilings established by the City. The City will establish monthly revenue hour ceilings based on ridership estimates and the maintenance of an average 2.2-2.4 completed one-way passenger trips per vehicle revenue hour.
- b. In cases where the City finds the CONTRACTOR to not be in compliance with State and/or Federal law, the City reserves the right to withhold payment of a monthly invoice and/or assess a penalty equal to the amount the CONTRACTOR invoices the City for each day the CONTRACTOR is not in compliance. This penalty shall continue indefinitely until the City finds the CONTRACTOR in compliance.

- c. Up to Six Hundred Dollars (\$100) per day for
 - i. 1) inaccurate reporting of data or 2) blatant disregard for reporting deadlines strictly required by state and federal regulations (i.e. NTD) governing the provision/delivery of complementary ADA Paratransit service, until accurate data and reports are submitted. Such data would include passenger mile survey data that City may require CONTRACTOR to collect for NTD purposes.
 - ii. Every occurrence of a Trip Denial. See Section III: Contract Definitions for definition.
- d. The City will assess the CONTRACTOR \$2,000.00 for each Trip Denial not reported on the monthly performance report submitted to the City. This is in addition to the liquidated damages per occurrence of a Denial.
- e. Seven hundred dollars (\$700) per incident when a vehicle fails to pass Caltrans inspections or monthly compliance inspections conducted by the City.
- f. Five hundred dollars (\$500) per incident when the CONTRACTOR does not report an accident involving a revenue vehicle or an incident resulting in injury to a passenger within one (1) hour of the incident to the City's ADA Paratransit Contract Administrator.
- g. One hundred dollars (\$100) for each incident for:
 - i. Each day the CONTRACTOR fails to provide for a full complement of drivers to meet the required bus pull out;
 - i. Each incident of a missed trip (refer to Definitions Section "Missed Trip"). The City may waive this fee if the CONTRACTOR misses the trip due to the forces of nature;
 - ii. Each day the CONTRACTOR fails to have enough resources to cover Paratransit Revenue Service needs (e.g., not enough vehicles);
 - iii. Each day the CONTRACTOR fails to employ and assign a Contract Manager to the services covered by the Contract. In the event the Contract Manager leaves his or her employment with less than two weeks' notice, the City will make this assessment until the fifteenth day following the notice of employment separation;
 - iv. Each incident when the CONTRACTOR has revenue vehicle maintenance work carried out by a subcontractor without prior approval by the City.
 - v. Each incident where Passenger Ride Time exceeding 105 minutes.
- h. Fifty Dollars (\$50.00) per incident for:
 - ii. Each time a City employee observes a paratransit operator in revenue service without the proper uniform, or violates conduct directives outlined in Chapter IV, Subsection 5: Operator Uniforms and Subsection 6: Employee Conduct of this RFP.
 - iii. Each instance that an individual experience a call wait-time more than 5 minutes. The current standard is not to exceed 5 minutes;

- iv. Each occasion on which CONTRACTOR fails to notify City of a missed trip;
 - v. Each occasion on which CONTRACTOR fails to meet submission deadlines for any monthly performance and management reports, and any other report required under the terms of the Contract. This refers to on-time performance reports, missed and late trip reports, complaint, and any report agreed to under the Contract that relate to everyday performance and ridership. The City will assess this fee until the CONTRACTOR submits the reports (\$50/day);
 - vi. Each occasion on which CONTRACTOR fails to report inoperable safety and security equipment;
 - vii. Each incident of an operator or any CONTRACTOR staff falsifying a report (i.e. manifest times, miles, monthly report on-time performance, vehicle revenue hours, denials, missed trips, dispatch log, etc.);
 - viii. A very late trip is defined as a trip that is in excess of forty-five (45) minutes past the scheduled arrival time. The CONTRACTOR will provide extremely late trips free to the client. It is then the CONTRACTOR'S responsibility to cover the cost of that trip.
- i. Less than Fifty Dollars (\$50.00) per incident for:
 - ix. Each late trip (31 minutes – 45 minutes) at fault of CONTRACTOR will require the CONTRACTOR to provide the trip to the client at no cost. The CONTRACTOR shall track trips meeting this definition each month and CONTRACTOR shall credit the City for the cost of these trips at \$3.00 per trip.

8. PERFORMANCE INCENTIVES PROVISIONS

To ensure scheduling efficiency and encourage the CONTRACTOR to use its financial and capital resources in the most cost-efficient manner, the City has established the following productivity standards:

- a. 2.4 completed one-way passenger trips/vehicle revenue hour (VRH): CONTRACTOR shall strive to provide at least 2.4 completed one-way passenger trips in a VRH.
- b. 99% on-time performance: CONTRACTOR shall strive to achieve a 99% on-time performance standard monthly. An on-time trip, as defined under this Contract, will be no more than thirty (30) minutes following the scheduled arrival time recorded on the daily manifest.
- c. The CONTRACTOR will receive an incentive bonus of
 - i. \$3,000.00 for each month that the number of completed passenger trips per VRH is 2.6 or higher, or
 - ii. An incentive bonus of \$5,000.00 for each month that the number of completed passenger trips per VRH is 2.75 or higher. **The City will not pay productivity incentives will for any month if on time performance falls below the 99% minimum.**

- iii. Elevated on-time performance incentive.
 - i. \$1000 for each month (consistent with invoice period) that CONTRACTOR can verifiably meeting or exceed 97% on-time performance for all trips where CONTRACTOR arrives within fifteen (15) minutes following the scheduled arrival time recorded on the daily manifest.
 - ii. Passenger Ride Time. \$1000 for each month if 97% of rider spend less than one hour on a vehicle during any one-way trip, with zero trips exceeding 90 minutes.

The City encourages the CONTRACTOR to establish an employee appreciation program that shares a portion of the performance incentive monies with CONTRACTOR employees. The CONTRACTOR will document this program in the CONTRACTOR Proposal.

ATTACHMENT C: APPLICABLE FEDERAL CLAUSES**Federal Clauses Operations & Management**

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for 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 shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17,

contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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 40 hours in such workweek.

Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases (\$10,000 or less, except for construction contracts over \$2,000)

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

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

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient 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 the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after

termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if: Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. **Termination for Convenience or Default (Cost-Type Contracts)** the recipient may terminate this contract, or any portion of it, by serving a notice or

Termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000 The Recipient agrees to the following:

It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for

construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that 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, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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.

Civil Rights Requirements – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:
The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and
Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1 Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program

meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, 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 ten days 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 the recipient and 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 residing State.

Rights and Remedies - 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 the recipient 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.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,

(b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project,

Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b), (b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and

Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micropurchases \$10,000 or less, (except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

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

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990

(ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation - To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as 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.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a

copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

Veterans Preference - As provided by 49 U.S.C. 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting 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, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient 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 Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements.

Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I,

hereby certify

(Name and title of official)

On behalf of _____

that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name _____ of _____ Bidder/Company Name: _____

_____ Type or print

name:

_____ Signature of

authorized representative: _____ Date

_____ / _____ /

Signature _____ of _____ notary _____ and _____ SEAL:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,
b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
1. Equals or exceeds \$25,000,,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and
g. It will require that each covered lower tier contractor and subcontractor:
1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
a. Debarred from participation in its federally funded Project,
b. Suspended from participation in its federally funded Project,
c. Proposed for debarment from participation in its federally funded Project,
d. Declared ineligible to participate in its federally funded Project,
e. Voluntarily excluded from participation in its federally funded Project, or
f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date / /

Name and Title of Contractor's Authorized Official: _____

**PROVISION for CARES ACT, STIMULUS, EMERGENCY or RECOVER FUNDING
MAINTAINING READINESS TO RESUME REGULAR SERVICE AND QUALITY LEVELS**

- A. Subject to the terms and limitations set forth in this Agreement, City agrees in its sole discretion, to assume responsibility for certain Contractor employee costs, to the extent those costs represent administrative leave of employees normally providing support to City and who are idled due to emergency service cuts and/or other operational expenses authorized for reimbursement under the CARES Act **STIMULUS EMERGENCY, RECOVER or other FEDERAL/STATE FUNDING provisions.**

NOTWITHSTANDING THE FOREGOING, CITY'S RESPONSIBILITY HEREUNDER IS SUBJECT TO THE AVAILABILITY AND PROVISION OF FUNDS TO THE CITY. ANY PAYMENT HEREUNDER IS CONTINGENT UPON FINAL APPROVAL AND RECEIPT BY CITY OF A FUNDING GRANT OR GRANTS. IN THE EVENT THE CITY DOES NOT RECEIVE FUNDING FOR ANY REASON, THE CITY HAS NO OBLIGATION TO PROVIDE ANY FUNDING FOR THE PURPOSE OF MAINTAINING READINESS TO RESUME REGULAR SERVICE AND QUALITY LEVELS AS DESCRIBED HEREIN.

- B. Contractor agrees to pay wages and fringe benefits for employees (at an acceptable staffing level) per the Agreement whether or not such employees are directly involved in the provision of transit services including the provision of transit services different from those which might be otherwise assigned to such employees (for example, a bus driver may be assigned duties different from driving a bus but still performing services for the benefit of the Authority). The City agrees to compensate Contractor using Federal or State funds for Reduced Service to the extent that such costs are allowable.
- C. Subject to the terms set forth herein and, in the City's, sole discretion, the City's compensation of Contractor will be based on the City's monthly review of service levels and other related factors.
- D. The additional compensation measures set forth are being taken to maintain a highly trained and skilled workforce during and beyond an emergency or pandemic. As such, Contractor agrees to maintain its workforce to the best of its ability. Any reduction or addition to the workforce must be promptly disclosed to the City and may result in adjustments to any compensation due under the Agreement, at City's discretion. During this period, Contractor agrees that it will not simply lay off, but rather will retain employees with the funding provided for under this Agreement.
- E. City agrees to review level of service on a monthly basis. City may adjust the level of service at its discretion. Contractor may not make operational modifications that affect the level of service, including, but not limited to, hours of operation, schedules, and routes without the prior written approval of the City. City agrees to provide Contractor with reasonable notice of modifications.
- F. Contractor agrees to maintain an appropriate accounting system, consistent with Federal Acquisition Regulation Part 31, and claimed expenses must be reasonable,

allowable, and allocable under the terms of Part 31. All payments under the provisions of this Agreement are subject to audit and Contractor agrees to submit all related records to City, its agents, and cognizant state and federal authorities upon request.

- G. For the duration of time that Contractor is compensated **MAINTAINING READINESS TO RESUME REGULAR SERVICE AND QUALITY LEVELS**, Contractor agrees to provide the City with documentation, upon City request, which may include:
- a. The name and job title of all employees receiving wages and benefits for the payroll period in question and related information that may be necessary to substantiate the payment of wages and fringe benefits.
 - b. An invoice reflecting the difference between the number of vehicle service hours operated by each employee for the period in question and the number of regular payroll hours of each employee for the purpose of calculating the additional administrative leave cost in terms of their regular wages and benefits. Such costs are not to include overtime, bonuses, or other special compensation.
 - c. An invoice reflecting the cost of those fringe benefits that have been paid by the Contractor for those employees that remain on unemployment because of reduced service hours being operated due to the pandemic.
 - d. An invoice reflecting the difference between the number of vehicle service hours operated for the period in question and the number of hours being invoiced for the purpose of calculating the additional administrative leave cost in terms of their regular wages and benefits. Such costs are not to include overtime, bonuses, or other special compensation. Cost beyond the vehicle service hours operated shall be a separate line item on invoices.
 - e. A roster of Contractor's employees by name and job title for those employees who were responsible for providing services to the City under this provision.
 - f. Any other documentation reasonably requested by City to substantiate the payment of wages and fringe benefits.
- H. With advance, written approval from City, Contractor may seek reimbursement for the actual, reasonable cost of other unforeseen, extraordinary related expenses to accomplish the intent of the Original Agreement, potentially eligible expenses may include: personal protective equipment, masks, gloves, sanitizer, or other expenses reasonably related to responding to COVID-19 or other emergency events. Such reimbursement will be provided by City, in City's sole discretion. Any reimbursement provided to Contractor is subject to the not-to-exceed limits set forth in the Agreement.

ADDITIONAL SERVICES RELATED TO COVID-19 UPON CITY REQUEST

- A. Upon City request, Contractor may provide the City with additional services related to or in response to the COVID-19 emergency (Additional Services) or another emergency as described herein. Such Additional Services may not be in violation of Federal Transit

Administration (FTA) regulations. The Additional Services shall be provided at the same rates set forth. ANY COMPENSATION PROVIDED TO CONTRACTOR FOR ADDITIONAL SERVICES IS SUBJECT TO THE NOT-TO-EXCEED AMOUNT SET FORTH IN THIS AGREEMENT.

- B. Contractor employees that are directly involved in the provision of transit services may be assigned different duties (for example, a driver may be assigned duties different from driving a paratransit route but still performing services for the benefit of the contract). The City without invalidating this Agreement may order additions to or deletions from the work to be performed in response to the Coronavirus public health emergency or other emergencies and the recovery efforts, including adjustments to the service throughout the life of the AGREEMENT. Such changes shall be specified by City, to Contractor in writing. New provisions must be mutually agreeable to both City and Contractor, but any such shift or change shall only occur at the direction of City. Such changes may include, without limitation:
- a. The Contractor shall manage a “dial-a-ride service beyond ADA, only when it doesn’t negatively impact the ADA service. For this service the contractor will bill the city at an hourly rate for paratransit revenue hours as performed providing this service to the general public.
 - b. The City may wish to add an additional deviated fixed route to be operated the same manner that the Oakmont service is operating. For this service the contractor will bill the city at an hourly rate for Oakmont revenue hours as performed providing this service to the general public.
 - c. The Contractor may be requested to perform services deemed essential such as meal-delivery.

FEMA FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor’s failure to so comply shall constitute a material breach of this

Agreement.

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

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. City 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 or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a)

through (e) above.

I. MISCELLANEOUS PROVISIONS

1. **DHS Seal.** Contractor shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. **FEMA Assistance.** Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
2. **Federal Government Not Party.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
3. **False Claims.** Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this Agreement.

ATTACHMENT H: VEHICLE LEASE AGREEMENT

City will lease to Contractor, for the fee of one (1) dollar per month per vehicle, a total of eleven (11) ADA accessible cutaway vans and one (1) wheelchair lift equipped minivans and one (1) bus to be utilized as the primary vehicles in the provision of paratransit service and deviated-fixed route services for City as described under the Contract and RFP.

The below list of vehicles includes all in service vehicles as of September 1, 2020.

	Service	Vehicle #	Vin #	Vehicle Type	Manufacturer	Model	Year Built	Fuel Type	Length
1	Oakmont	24015	1GB9G5BG2A1164800	Bus (BU)	Chevrolet	Mobility LF	2011	GASOLINE	26'
2	Paratransit	24010	1FDFE4FS1ADA03751	Cutaway (CU)	FRD - FORD	E450	2010	GASOLINE	16'
3	Paratransit	24012	1FDFE4FS1ADA03748	Cutaway (CU)	FRD - FORD	E450	2010	GASOLINE	16'
4	Paratransit	24013	1FDFE4FS3ADA03752	Cutaway (CU)	FRD - FORD	E450	2010	GASOLINE	16'
5	Paratransit	24014	1FDFE4FSXADA03750	Cutaway (CU)	FRD - FORD	E450	2010	GASOLINE	16'
6	Paratransit	17009	2D4RN4DE1AR296565	Mini-VAN (VN)	Dodge DRA - BRAUN	Caravan	2010	GASOLINE	16'
7	Paratransit	24410	1FDEE4FL1EDA23914	Cutaway (CU)	FRD - FORD	E350	2014	GASOLINE	21'
8	Paratransit	24411	1FDEE4FL1EDA23915	Cutaway (CU)	FRD - FORD	E350	2014	GASOLINE	21'
9	Paratransit	24412	1FDEE4FL1EDA23916	Cutaway (CU)	FRD - FORD	E350	2014	GASOLINE	21'
10	Paratransit	24413	1FDEE4FL1EDA23912	Cutaway (CU)	FRD - FORD	E350	2014	GASOLINE	21'
11	Paratransit	24414	1FDEE4FL1EDA23911	Cutaway (CU)	FRD - FORD	E350	2014	GASOLINE	21'
12	Paratransit	24415	1FDEE4FL1EDA23913	Cutaway (CU)	FRD - FORD	E350	2014	GASOLINE	21'
13	Paratransit	24503	1FDEE4FL1GDC07317	Cutaway (CU)	FRD - FORD	E350	2015	GASOLINE	21'

By January 2021 four 2020 STARCRAFT STARLITE vehicles that will replace the four 2010 Cutaway vehicles listed below. Additionally, the City has secured funding to replace the vehicle currently assigned to the Oakmont service.

Contractor will comply with all vehicle maintenance and insurance requirements agreed to under the Contract and RFP.

This agreement is on a Cross Termination basis; if the City terminates the Contract for paratransit service this agreement will automatically terminate on the same date.

New vehicles will be purchased by the City to replace existing vehicles during the time that this agreement is executed.

ATTACHMENT I: SCHEDULING/DISPATCHING SOFTWARE

SCHEDULING / DISPATCHING SOFTWARE FUNCTIONAL SPECIFICATION

INTRODUCTION

The City of Santa Rosa requires the use of scheduling software and/or any other information management system by the Contractor for ensuring operational efficiency, data management, and reporting from the start of the Contract term. Contractor shall obtain City approval prior to procuring and implementing an automated scheduling system, and the City reserves the right to specify the type or brand of scheduling software and information management system to be used by the Contractor. Above mentioned software must be compliant with City owned GPS/AVL equipment and applications. The scheduling software shall enable the city and its contract operator to manage, schedule and dispatch its paratransit services with the highest degree of efficiency possible in light of the continuous growth in demand for these services.

The proposer must satisfactorily demonstrate that the proposed product is currently fully operational at other locations under similar conditions to those expected in the City of Santa Rosa, which include but are not limited to size of service area, number of clientele, number of trips taken, number of service hours operated, geographic features in a comparable service area, and traffic conditions within the service area. The product must have been in operation at these other locations for a sufficient length of time to be determined a dependable software system.

CONTRACT PERFORMANCE STANDARDS – SYSTEM FEATURES AND CAPABILITIES

The system must be able to perform administrative, scheduling and dispatching functions without limits on the number of vehicles, passengers or size of service area.

The system must accommodate management reporting and statistical analysis.

The system must have the ability to perform client registration and reporting/billing for different program types including advanced booked, demand-responsive van and/or sedan service.

The system must be able to identify, manage and track trips for customers within several categories that might include both conditional and unconditional eligibility.

The system must have the ability to perform order taking/reservations, scheduling/dispatching and routing in an advanced (one to twenty-eight days in advance) booked mode as well as same day mode and allow the user to schedule trip assignments or request computer assistance.

The system must accommodate “subscription” service, restrict “subscription services during peak hours and track a wait list of customers desiring subscriptions service.

The user must be able to define and adjust parameters within which reservations and scheduling functions occur. These parameters must be checked by the system as users schedule trips throughout the day.

The system must be accessible by remote terminal from other city designated terminals and facilities.

The system must be accessible from a minimum of workstations including Santa Rosa paratransit and city administration. Initial requirements for City administration will likely be for one or two workstations.

The system must be able to interface with peripherals that may include but not be restricted to mobile data terminals, automatic vehicle location devices, automated fare systems, etc.

The scheduling system provided in this contract must be the most updated version of a scheduling system readily available.

The system must be able to provide notifications to customers via phone message, text and/or emailing. Notifications confirming appointment time, notifications a trip arrival time on the day of trip and notification of any changes to their trip

The system must rely on a tablet technology

The system should be able to provide drivers with the appointment times of passengers

The system shall have a passenger portal so that passengers can schedule, change and cancel their trips on-line.

The system shall have module for facility and care works that allow authorized personnel to schedule, change and cancel trips for multiple customers.

FUNCTIONAL REQUIREMENTS

The system shall provide hardware and software that provides for automated scheduling and dispatch for the city's paratransit services based on vehicle position, capacity, passenger load and currently assigned route using computers, wireless communications and graphic displays.

Software shall allow the dispatcher to establish a screening criterion so that the scheduling software will give a preference to matching a passenger with either a type of vehicle or a group of people when scheduling a ride.

Software shall track and store vehicle capacity and vehicle usage per vehicle type in a database.

The software ride match algorithm shall select the best vehicle to satisfy a ride request based on current vehicle location, its current destination, how close it will come to the passenger's pick-up point within the specified pick-up time and if it can reach the passenger's drop off point within the passenger's specified drop off window. After a vehicle has been nominated, the algorithm will then review the current trips on-board to see if the addition of the new ride will adversely impact on current riders.

The dispatcher's workstation software shall enable the dispatchers to send trip assignments to drivers using data message.

The software shall support route deviation service and shall allow the user to specify geographical polygons at various points along the route that deviations are allowed.

The software shall support a coordinated transfer between Santa Rosa CityBus' fixed route and paratransit services and shall be able to interface to external databases to download fixed-route schedules.

The software shall predict the time of arrival at a specific pick-up location accurately +/- 2 minutes when

the vehicle is at least 15 minutes from the pick-up location.
 The software shall determine a valid ridematch in less than 2 minutes and on the average of 60 seconds for Santa Rosa Paratransit service.

Functional Requirements: Summary

Functions	Characteristics / Features
Client Registration	Look-up by name or ID (or portion thereof) Auto or manual ID assignment Address/phone, sections for home, mail, and emergency contact E-mail Language Gender Birth date Extensive eligibility application and certification tracking By service & program type Mobility, impairment, disability codes Up to five sponsors (agency affiliation) Expiration/suspension of both program and service eligibility Date last served
Common Addresses	Up to 15 characters Home and Pick-up
Registered Trips	Automatic registration Used as templates for trip requests User-specified threshold for automatic deletion Passengers can schedule, change and cancel trips their trips on-line. Module for authorized personnel to schedule, change and cancel trips for multiple customers
Automatic Geocoding and Mapping	Used to auto zone client addresses Common addresses, trip origins and destinations Used to determine eligibility of client and trip By service & program type
Schedule Specification	Master schedule (standing orders, wait list) Dated schedule (standing orders, occasional trips) Working schedule (copied from master or dated) User definable driver contract rules
Vehicle Run Specification	Start and end times and zones Intermediate time points and zones (waypoints)

	<p>Schedule into master, dated or working schedules Special runs automatically created by system: Holding runs Cancellation runs Refusal runs Potential third-party/vehicle-for-hire runs</p>
<p>Trip Reservations</p>	<p>Reservations for all trips taken on same screen Standing orders (subscription trips), wait list, Occasional trips (schedule now or later) 1 to 7 (or more) days in advance same day One-to-many, many-to-one and charter trips Passengers can schedule, change and cancel trips their trips on-line. Module for authorized personnel to schedule, change and cancel trips for multiple customers provide notifications to customers via phone message, text and/or emailing. Notifications confirming appointment time and notification of any changes to their trip</p>
<p>Automated, Real-Time, Interactive Trip Scheduling</p>	<p>Scheduling completed while client is still on the phone 2 minute average – reservation through scheduling Scheduling always deferred for subscription trips (standing orders) Immediate or deferred scheduling for occasional trips Users may ask the system for run suggestions User may accept, modify, or override suggestions Suggestions displayed on computer map Suggestions show before and after productivity Scheduling algorithms to reflect: Zone to zone travel time User-specified service standards Vehicle capacity Operating hours What has been scheduled already Vehicle availability and waypoints Decision rules Computer map display to determine proximity to accessible conventional transit (route overlays) Multiple leg solutions (transfer/interface between paratransit and CityBus fixed route services provide notifications to customers via phone message, text and/or emailing notifications a trip arrival time on the day of trip and notification of any changes to their trip</p>

Brokering	Input of contractors, rates and hourly trip caps Equivalent trip allocation based on caps May override to assign to preferred carrier
Dispatching	Dispatchers to have scheduling access to <i>today's trips</i> May schedule <i>ASAPs</i> and <i>Will Calls</i> Real-time updates to vehicle schedules Dispatcher monitor prompts for pending actions Must be compliant with City owned GPS/AVL equipment and applications. Optional interface with third party vendors which may include Mobile Data Communication Systems, IVR, etc.
Confirmations and Cancellations	May cancel trips for any schedule May place temporary hold on standing orders provide notifications to customers via phone message, text and/or emailing notifications a trip arrival time on the day of trip and notification of any changes to their trip
Trip Data Input	Run-specific in-service/out-of-service times Run-specific in-service/out-of-service odometers Stop-specific times and odometer readings Driver and vehicle assignments Optional data capture from in-vehicle MDT's
Driver Tracking (contractor/sub-contractor, etc.)	Badge number, personal information All training, testing, licensing, accident, etc. info. Optional driver management functionalities to address runs, timekeeping, export functions, etc.
Incident Tracking	Complaints, accidents, commendations All incident reports available as printouts
Security and User Logging	Each user unique login and security level Multiple or user defined security levels Scheduling actions traced and logged by user ID
Error Checking	Data entry errors Must take some action on return trips Double-booking identified automatically Exceed capacity or service hours Run time violations/revisions
Utility Functions	Archiving, purging, file reorganization

	User defined capabilities
Reports	Client lists (by last name or ID) Client expiration list Client subscription trip list (by last name or ID) Mailing labels (by postal code, municipality, etc.) Client statistics (reservations trips, cancellations) Common names (common addresses) Run availability (10-minute intervals with zones) Vehicle hours summary (in/out of service, drivers) Driver sheets (stop-by-stop) Time distribution (trip activity per half-hour) Subcontractor hours/trips summary Unposted/posted trips and data Vehicle mileage summary (actual vs. calculated) Carrier billings and cancellations Trips report Period recap/historical data User writeable reports
Hardware / Operating System	PCs up to and including Windows 8

Client Registration

Detailed information regarding client records will include client name, client ID, three address/phone sections, gender, birth-date, PCA requirement, mobility code (e.g., walker, wheelchair), impairment code (e.g., blind, deaf), disability code (e.g., arthritis, seizures), up to five sponsors, expiration/suspension date, date last served (to be automatically tracked by the system), and additional program-specific or confidential information. Describe the windows to be used to allow entry of extensive information pertaining to applications to register for Santa Rosa paratransit. The system must permit automatic or manual assignment of client IDs to reflect temporary or visitor registration and flag the expiry of such registration.

When searching for a client record, a user will have the ability to enter a last name or an ID or may enter a portion of either (as a request parameter), and then select the desired client from the ensuing list of clients that meet the request.

Once a client record is found, a user must have the ability to update the record, confirm or cancel a scheduled trip (from any schedule), book a trip request, or review the tripmaking history of the client. Each time a client’s file is modified, the update time and date are to be recorded on the file. A “history” file will log the operator identification of the person who made the change. The client history display will include client statistics including data on the number of trips, cancellations, service refusals, and no-shows for the current period, the preceding period, the current year, and the preceding year.

COMMON ADDRESSES

A common address feature will allow for the use of a code to represent frequent origins and destinations, including senior residences, hospitals, clinics, shopping centers, etc. and identify specific entrance or pick-up locations. When a common address is entered in an address field, the entire

address (including any notes regarding a specific entrance or pick-up/drop-off point) and zone are to automatically entered by the system.

Common address codes shall be able to be used in the client record or in the origin or destination fields for any trip request.

AUTOMATIC GEOCODING

The software must provide automatic geocoding. With automatic geocoding, the entry of an address of a new client or new trip will result in the system finding the latitude/longitude and zone in which the address resides.

Describe the capabilities and requirements for the street segment (geocode) file and mapping data sets. Proposals shall reference the possibility of utilizing Santa Rosa's city-wide map database.

REGISTERED TRIPS

A registered trip is a unique trip that a client has made before. As each client makes a new trip, their trip is to automatically be added to that clients list of registered trips. In addition, all notes (e.g., ENTRANCE AT REAR) are to remain with the registered trip record.

Once a client has a registered trip (or trips), any such trips are to be available to be used as a template for entering the trip request (for an advanced booked or occasional trip) by simply selecting the trip from a list of that client's registered trips. This list will be automatically displayed for the user whenever the user chooses to book a trip request for a client.

A passenger portal shall be available to passengers on-line so that passengers can schedule new and registered trips that are associated with the client's record.

A delegate module shall also be available on-line for case-managers for a facility in order to book for all customers in one house.

Specify the number of registered trips that can be defined for each client.

MASTER, DATED, WORKING AND HISTORIC SCHEDULES

Describe your capabilities to generate and maintain:

Master schedules to keep track of subscription trips on specific days of the week. Describe how far in advance this process can be done. The software shall also be able to address temporarily cancelled, expired or not yet been scheduled into a run, subscription trips.

Dated schedules shall allow the user to "wait list" subscription trip requests. Dates schedules will be created for a date and are to allow the scheduling of advanced booked trips to be scheduled immediately following the trip reservation (i.e., in real-time, while the caller is still on the phone). There is to be the option of deferring the scheduling the trip.

Working schedules are to allow for the creation of holiday schedules, training exercises, etc.

Historic schedules are to allow users to reflect from yesterday back.

Vehicle Run Specification

A vehicle run is defined as a continuous period or piece of work. A unique run number that can be used to identify a run with a specific subcontractor shall define each run. Runs will be registered giving information on operating times (pull-out and pull-in) and vehicle type (which will determine seating capacity). There will be the ability to assign runs to certain areas of the Santa Rosa paratransit service area.

There will be provision for special runs for trips assigned to taxis or other non-dedicated vehicles that may be utilized. The creation of holding runs (for trips to be scheduled at a later time), cancelled runs (for trips that are cancelled), and refusal runs (for trip requests that cannot be accommodated) are to be addressed.

TRIP RESERVATIONS

The trip reservation process is used to define the following information for each request: client number, client name, pickup address and zone, destination address and zone, number of ambulatory and wheelchair positions required (including PCAs and companions), requested day and time, trip purpose, etc.

Trip requests can be of several types: subscription, advanced-reservation, and same day. The system shall also be able to accommodate "will-call" return trips. Advance reservations can take place up to 7 days in advance.

The system must be able to accommodate scheduling of various kinds of group trips. The system shall have a passenger portal so that passengers can schedule, change and cancel their trips on-line. Once a trip is scheduled by the client whether over the phone or on-line, the system must automatically generate a notification via phone call, text and/or an email, as specified by the clients, as a confirmation of trip reservation. Any changes to the appointment time shall automatically generate a notification.

AUTOMATED, REAL-TIME TRIP SCHEDULING

Describe capabilities to address run suggestions reflecting user-specified service standards (maximum travel time, average load time, acceptable pick-up/drop-off windows, etc.), vehicle capacity, vehicle type, operating hours, as well as vehicle availability and location based on trips already scheduled.

For each run, pertinent and up-to-date statistics including productivity, slack time, and the number of trips deviating from their confirmed departure or arrival times, will be displayed.

Describe how travel times used in the scheduling algorithm are calculated and what independent adjustments can be made (i.e., to reflect rush hour, etc.).

Describe scheduling features to address:

Identical stops: match two stops (from different trips) that have identical registered place names or identical addresses and that are reasonably close in in-time; and

Anchoring: an anchored stop is one that will not be moved by the scheduling algorithms.

CONFIRMATIONS AND CANCELLATIONS

Users shall have the ability to call up a client's file and cancel one, several or all of the client's trips.

Same-day cancellations shall be sent to the dispatch file and a code shall be displayed on the dispatcher's screen, indicating that his or her attention is required.

If a trip is filled on a same day basis, the dispatcher shall be automatically notified that the customer needs to be called to confirm whether they still want the trip.

DISPATCHING

The dispatch module shall include a set of functions which will allow the dispatcher to:

Record events that occur on the road;

Keep track of schedule changes that must be conveyed to drivers;

Keep track of last minute fill-ins and other schedule changes that must be confirmed with riders;

Move easily to scheduling, dispatching and customer confirmation functions; and

Monitor all pending actions that a dispatcher must perform on a Dispatch Monitor.

As reservation agents update the database (e.g., with cancellations and same-day request), dispatchers shall have the ability to instantaneously view these changes. Dispatchers shall be automatically prompted any time a reservation agent or other user makes any changes to today's schedule. Dispatch functions shall allow the following control over same-day schedule activities:

Scheduling

Automatically adjust a vehicle's schedule if the driver is running late; the computer shall adjust all stop times based on running the vehicle's schedule as tightly as possible until it is back on schedule.

Identify the earliest wait-list trip request that should be scheduled.

Schedule same day trip requests (into schedules which reflect actual vehicle schedules as adjusted by

the above procedure).

Identify a vehicle as being on standby in a particular zone to assist in identifying vehicles available for ASAP assignments.

Dispatching

Record each vehicle into and out of service together with the actual times and odometer readings.

Record vehicle and/or driver changeouts that occur on the road.

View on the dispatch monitor each change in a driver's assignment that needs to be communicated to the driver.

Record the dispatch of each change to a driver's assignment as the information is communicated.

Customer Confirmations

Identify the earliest trip that has been scheduled on a same-day basis that needs to be confirmed with the rider.

Record confirmation of same-day trip assignments with the rider as they take place.

The City requires separate invoices for the ADA Paratransit and each deviated-fixed route service(s).

TRIP DATA INPUT

The system shall allow the entry of run-specific in-service and out-of-service times and odometer readings, driver assignments, as well as stop-specific times and odometer readings.

INCIDENT TRACKING

The system shall include an incident tracking system for complaints, accidents, commendations, etc.

Input screens shall address complaints and the response. Users shall have the ability to review an existing incident report – on screen or printout—by specifying the incident date, client ID, or both.

SECURITY AND OPERATOR LOGGING

Each user is to give a login and security level. All operator actions regarding clients and trips are to be automatically stored by the system along with the date and time when each task was performed and the identification of the person who performed the action. This logging will be done for statistical and complaint-handling purposes and will be made available for on-screen lookups.

ERROR CHECKING

The system must have the ability to address several kinds of checks, including:

Checks against data entry errors;

Checks to prevent a scheduler from forgetting to completely book every stop on the (round) trip;

Checks for accidental double-booking;

Checks to preclude booking a trip for an ineligible person;

Checks to preclude scheduling a trip that would exceed the capacity of a vehicle; and

Checks that alert the user when revisions to run's start and end time conflict with trips already scheduled on the run.

Indicate what provisions are available to alert the user when manual scheduling (where the user has revised or overridden the system-generated trip insertion) results in cases where certain service standards (e.g., maximum travel time, the acceptable pick-up/drop-off window) are exceeded.

POSTING PROCEDURES

Indicate the systems posting procedures to address end-of day, end-of-month, and end-of-year. For example, end-of-day postings will create a record for the specified operations date and will create summary statistics on total trips, total trips by trip type (subscription, advance-reservation and same-day), total cancellations, total no-shows, and total refusals, and total trips that "violate" specified service parameters.

UTILITY FUNCTIONS

Describe the systems ability to address archiving, purging, and file reorganization functions.

WARRANTY AND SUPPORT PROVISIONS

Your proposal shall address:

Warranty Provisions

Standard Maintenance and Support Agreement

Support Provisions

Customization

Training

Documentation

Service Response Time

Source Code Authorization

Testing and Acceptance

New Release Updates (*the City of Santa Rosa reserves the right to not use or discontinue the use of any updated release without any degradation to the level of vendor support of the City's use of previous versions or releases.*)

HARDWARE REQUIREMENTS

The City requires separate invoices for the ADA Paratransit and each deviated-fixed route service(s).

TEST REQUIREMENTS

Software specific requirements are identified below.

ACCEPTANCE TESTS (FAT)

Acceptance Testing shall be performed to ensure that the supplied and developed software meets all functional requirements and specifications. Acceptance Tests shall be performed prior to onsite installation.

Acceptance testing shall also include system integration testing, which shall be performed to verify that software components, when integrated together, meet the system level functional requirements and specifications.

INSTALLATION TEST (PROOF OF PERFORMANCE TESTING)

The city shall have the right to observe and inspect any and all installation and testing activities.

The Installation Test shall verify that the installed scheduling/dispatch software functions as specified. At a minimum, the installation test shall include (as applicable): Power-up/power-down tests, log-on/log-off tests, verification of major functions, and verification of operational interfaces to other applications.

EXHIBIT B TO PSA - COMPENSATION

SANTA ROSA PARATRANSIT

ATTACHMENT D

YEAR ONE

a1.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 41,198.01 per month	x	18	months	<u>\$ 741,564.11</u>
a2.	<u>STARTUP (FIXED COSTS)</u>				
	\$ 4,487.39 paid at startup	x	1		<u>\$ 4,487.39</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 51.09 per hour	x	26,250	hours	<u>\$ 1,341,011.44</u>
	SUBTOTAL FOR YEAR ONE				<u>\$ 2,087,062.94</u>

YEAR TWO

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 42,240.91 per month	x	12	months	<u>\$ 506,890.93</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 52.06 per hour	x	17,500	hours	<u>\$ 910,985.64</u>
	SUBTOTAL FOR YEAR TWO				<u>\$ 1,417,876.57</u>

YEAR THREE

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 42,779.53 per month	x	12	months	<u>\$ 513,354.41</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 53.02 per hour	x	17,500	hours	<u>\$ 927,768.61</u>
	SUBTOTAL FOR YEAR THREE				<u>\$ 1,441,123.03</u>

YEAR FOUR

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 43,287.48 per month	x	12	months	<u>\$ 519,449.79</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 54.03 per hour	x	17,500	hours	<u>\$ 945,511.34</u>
	SUBTOTAL FOR YEAR FOUR				<u>\$ 1,464,961.13</u>

YEAR FIVE

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ <u>44,006.40</u> per month	x	12	months	\$ <u>528,076.86</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ <u>55.28</u> per hour	x	17,500	hours	\$ <u>967,456.99</u>
	SUBTOTAL FOR YEAR FIVE				\$ <u>1,495,533.85</u>

YEAR SIX

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ <u>44,653.53</u> per month	x	12	months	\$ <u>535,842.30</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ <u>56.74</u> per hour	x	17,500	hours	\$ <u>992,907.77</u>
	SUBTOTAL FOR YEAR SIX				\$ <u>1,528,750.07</u>

The cost proposal must include all costs incurred by the Contractor in providing the services contemplated under this Agreement.

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature Dorothea DePrisco

Title Assistant Corporate Secretary

Date November 6, 2020

Phone Number (214) 490-2891

E-mail dorothea.deprisco@mvtransit.com

Fax Number (707) 446-4177

SANTA ROSA PARATRANSIT COST PROPOSAL DETAIL

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	YEAR SIX
ESTIMATED ANNUAL SERVICE HOURS	26,250	17,500	17,500	17,500	17,500	17,500
	Jan 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25	Jul 25 - Jun 26	Jul 26 - Jun 27
Fixed Costs						
Management Wages	\$ 137,464.32	\$ 94,808.82	\$ 97,179.04	\$ 99,608.51	\$ 102,098.73	\$ 104,651.19
Management Benefits	\$ 19,568.80	\$ 13,479.33	\$ 13,881.39	\$ 14,296.46	\$ 14,725.00	\$ 15,167.45
Dispatcher/Scheduler/Clerical Wages	\$ 93,293.61	\$ 63,742.83	\$ 65,336.40	\$ 66,969.81	\$ 68,644.05	\$ 70,360.15
Dispatcher/Scheduler/Clerical Benefits	\$ 18,048.72	\$ 12,377.93	\$ 12,765.14	\$ 13,165.53	\$ 13,579.55	\$ 14,007.69
Performance Bond	\$ 2,923.87	\$ 1,973.99	\$ 2,006.69	\$ 2,040.22	\$ 2,083.03	\$ 2,129.51
Other Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 9,275.22	\$ 6,400.51	\$ 6,592.53	\$ 6,790.30	\$ 6,994.01	\$ 7,203.83
Materials and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (list)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trapeze ASP Server Lic.	\$ 57,298.90	\$ 39,930.09	\$ 41,127.99	\$ 42,361.83	\$ 43,632.69	\$ 44,941.67
Telephone System	\$ 3,485.03	\$ 2,323.35	\$ 2,323.35	\$ 2,323.35	\$ 1,161.68	\$ -
Shop Tools	\$ 3,689.43	\$ 7,130.80	\$ 6,882.73	\$ 6,882.73	\$ 6,882.73	\$ 3,441.37
Office Equipment	\$ 21,914.52	\$ 14,978.90	\$ 10,974.83	\$ 6,307.95	\$ 4,453.27	\$ 4,586.87
Facility Costs	\$ 73,242.10	\$ 50,540.48	\$ 52,050.89	\$ 53,608.09	\$ 55,214.08	\$ 56,870.50
Telephone/Radio Expenses	\$ 52,780.50	\$ 36,422.03	\$ 37,514.69	\$ 38,640.13	\$ 39,799.34	\$ 40,993.32
Interest	\$ 8,367.08	\$ 5,618.02	\$ 5,434.43	\$ 5,001.00	\$ 4,675.64	\$ 4,473.73
Insurance	\$ 73,653.73	\$ 49,491.55	\$ 49,828.60	\$ 50,169.02	\$ 50,512.85	\$ 50,860.12
One-time Start-up Costs	\$ 4,487.39	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee and Profit	\$ 166,558.29	\$ 107,672.31	\$ 109,455.72	\$ 111,284.85	\$ 113,620.22	\$ 116,154.91
Subtotal (Fixed Costs)	\$ 746,051.50	\$ 506,890.93	\$ 513,354.41	\$ 519,449.79	\$ 528,076.86	\$ 535,842.30
Variable Costs						
Paratransit Operator Wages	\$ 720,451.94	\$ 486,259.35	\$ 492,747.97	\$ 500,053.20	\$ 510,345.83	\$ 523,228.17
Paratransit Operator Benefits	\$ 276,564.40	\$ 187,849.36	\$ 191,777.18	\$ 195,726.15	\$ 200,686.67	\$ 206,548.04
Vehicle Maintenance Costs	\$ 59,197.13	\$ 41,170.17	\$ 42,693.70	\$ 44,277.35	\$ 45,923.66	\$ 47,635.26
Vehicle Equipment and Parts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Fuel and Lubricants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruitment and Training Costs	\$ 16,626.74	\$ 11,636.82	\$ 11,728.55	\$ 11,757.15	\$ 11,798.71	\$ 11,657.73
Physicals	\$ 3,009.44	\$ 2,076.71	\$ 2,139.02	\$ 2,203.19	\$ 2,269.28	\$ 2,337.36
Uniforms	\$ 6,549.20	\$ 4,519.38	\$ 4,654.96	\$ 4,794.61	\$ 4,938.45	\$ 5,086.60
Other Materials and Supplies (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Variable Expenses (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Wages	\$ 209,505.91	\$ 143,753.95	\$ 147,347.80	\$ 151,031.50	\$ 154,807.29	\$ 158,677.47
Maintenance Benefits	\$ 49,106.66	\$ 33,719.89	\$ 34,679.43	\$ 35,668.19	\$ 36,687.11	\$ 37,737.14
Subtotal (Variable Expenses)	\$ 1,341,011.44	\$ 910,985.64	\$ 927,768.61	\$ 945,511.34	\$ 967,456.99	\$ 992,907.77
Total Costs (Fixed + Variable Costs)	\$ 2,087,062.94	\$ 1,417,876.57	\$ 1,441,123.03	\$ 1,464,961.13	\$ 1,495,533.85	\$ 1,528,750.07

Santa Rosa Deviated Fixed-Route

ATTACHMENT D

YEAR ONE

a1.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 4,469.28 per month	x	18	months	\$ 80,447.01
a2.	<u>STARTUP (FIXED COSTS)</u>				
	\$ 452.83 paid at startup	x	1		\$ 452.83
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 51.09 per hour	x	2,850	hours	\$ 145,595.53
SUBTOTAL FOR YEAR ONE					\$ 226,495.37

YEAR TWO

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 4,582.40 per month	x	12	months	\$ 54,988.78
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 52.06 per hour	x	1,900	hours	\$ 98,907.01
SUBTOTAL FOR YEAR TWO					\$ 153,895.80

YEAR THREE

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 4,640.76 per month	x	12	months	\$ 55,689.18
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 53.02 per hour	x	1,900	hours	\$ 100,729.16
SUBTOTAL FOR YEAR THREE					\$ 156,418.34

YEAR FOUR

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 4,695.80 per month	x	12	months	\$ 56,349.57
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 54.03 per hour	x	1,900	hours	\$ 102,655.52
SUBTOTAL FOR YEAR FOUR					\$ 159,005.09

YEAR FIVE

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ <u>4,773.73</u> per month	x	12	months	\$ <u>57,284.79</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ <u>55.28</u> per hour	x	1,900	hours	\$ <u>105,038.19</u>
	SUBTOTAL FOR YEAR FIVE				\$ <u>162,322.98</u>

YEAR SIX

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ <u>4,843.87</u> per month	x	12	months	\$ <u>58,126.42</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ <u>56.74</u> per hour	x	1,900	hours	\$ <u>107,801.41</u>
	SUBTOTAL FOR YEAR SIX				\$ <u>165,927.83</u>

The cost proposal must include all costs incurred by the Contractor in providing the services contemplated under this Agreement.

Signature of individual authorized to submit proposal on behalf of Proposer

Authorized Signature Dorothea DePrisco

Title Assistant Corporate Secretary

Date November 6, 2020

Phone Number (214) 490-2891

E-mail dorothea.deprisco@mvtransit.com

Fax Number (707) 446-4177

**Santa Rosa Deviated Fixed-Route
COST PROPOSAL DETAIL**

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	YEAR SIX
ESTIMATED ANNUAL SERVICE HOURS	2,850	1,900	1,900	1,900	1,900	1,900
	Jan 21 - Jun 22	Jul 22 - Jun 23	Jul 23 - Jun 24	Jul 24 - Jun 25	Jul 25 - Jun 26	Jul 26 - Jun 27
Fixed Costs						
Management Wages	\$ 14,924.70	\$ 10,293.53	\$ 10,550.87	\$ 10,814.64	\$ 11,085.00	\$ 11,362.13
Management Benefits	\$ 2,124.61	\$ 1,463.47	\$ 1,507.12	\$ 1,552.19	\$ 1,598.71	\$ 1,646.75
Dispatcher/Scheduler/Clerical Wages	\$ 10,129.02	\$ 6,920.65	\$ 7,093.67	\$ 7,271.01	\$ 7,452.78	\$ 7,639.10
Dispatcher/Scheduler/Clerical Benefits	\$ 1,959.57	\$ 1,343.89	\$ 1,385.93	\$ 1,429.40	\$ 1,474.35	\$ 1,520.83
Performance Bond	\$ 317.45	\$ 214.32	\$ 217.87	\$ 221.51	\$ 226.16	\$ 231.20
Other Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 1,007.02	\$ 694.91	\$ 715.76	\$ 737.23	\$ 759.35	\$ 782.13
Materials and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment (list)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trapeze ASP Server Lic.	\$ 6,155.36	\$ 4,290.18	\$ 4,418.88	\$ 4,551.45	\$ 4,687.99	\$ 4,828.63
Telephone System	\$ 378.37	\$ 252.25	\$ 252.25	\$ 252.25	\$ 126.12	\$ -
Shop Tools	\$ 400.57	\$ 774.20	\$ 747.27	\$ 747.27	\$ 747.27	\$ 373.63
Office Equipment	\$ 2,379.29	\$ 1,626.28	\$ 1,191.55	\$ 684.86	\$ 483.50	\$ 498.00
Facility Costs	\$ 7,952.00	\$ 5,487.25	\$ 5,651.24	\$ 5,820.31	\$ 5,994.67	\$ 6,174.51
Telephone/Radio Expenses	\$ 5,730.45	\$ 3,954.39	\$ 4,073.02	\$ 4,195.21	\$ 4,321.07	\$ 4,450.70
Interest	\$ 908.43	\$ 609.96	\$ 590.02	\$ 542.97	\$ 507.64	\$ 485.72
Insurance	\$ 7,996.69	\$ 5,373.37	\$ 5,409.96	\$ 5,446.92	\$ 5,484.25	\$ 5,521.96
One-time Start-up Costs	\$ 452.83	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fee and Profit	\$ 18,083.47	\$ 11,690.14	\$ 11,883.76	\$ 12,082.36	\$ 12,335.91	\$ 12,611.10
Subtotal (Fixed Costs)	\$ 80,899.84	\$ 54,988.78	\$ 55,689.18	\$ 56,349.57	\$ 57,284.79	\$ 58,126.42
Variable Costs						
Paratransit Operator Wages	\$ 78,220.50	\$ 52,793.87	\$ 53,498.35	\$ 54,291.49	\$ 55,408.98	\$ 56,807.63
Paratransit Operator Benefits	\$ 30,026.99	\$ 20,395.07	\$ 20,821.52	\$ 21,250.27	\$ 21,788.84	\$ 22,425.22
Vehicle Maintenance Costs	\$ 6,427.12	\$ 4,469.90	\$ 4,635.32	\$ 4,807.26	\$ 4,986.00	\$ 5,171.83
Vehicle Equipment and Parts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Fuel and Lubricants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recruitment and Training Costs	\$ 1,805.19	\$ 1,263.43	\$ 1,273.39	\$ 1,276.49	\$ 1,281.00	\$ 1,265.70
Physicals	\$ 326.74	\$ 225.47	\$ 232.24	\$ 239.20	\$ 246.38	\$ 253.77
Uniforms	\$ 711.06	\$ 490.68	\$ 505.40	\$ 520.56	\$ 536.17	\$ 552.26
Other Materials and Supplies (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Variable Expenses (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Wages	\$ 22,746.36	\$ 15,607.57	\$ 15,997.76	\$ 16,397.71	\$ 16,807.65	\$ 17,227.84
Maintenance Benefits	\$ 5,331.58	\$ 3,661.02	\$ 3,765.20	\$ 3,872.55	\$ 3,983.17	\$ 4,097.18
Subtotal (Variable Expenses)	\$ 145,595.53	\$ 98,907.01	\$ 100,729.16	\$ 102,655.52	\$ 105,038.19	\$ 107,801.41
Total Costs (Fixed + Variable Costs)	\$ 226,495.37	\$ 153,895.80	\$ 156,418.34	\$ 159,005.09	\$ 162,322.98	\$ 165,927.83

SANTA ROSA ADDITIONAL VEHICLES

ATTACHMENT D

TYPE OF VEHICLE USED	MODEL YEAR	DEPRECIATED VALUE	RATE PER SERVICE HOUR	TOTAL HOURS	TOTAL ANNUAL CHARGE
a. CUTAWAY	2014	\$ 13,531.96	\$ 23.85	96	\$ 2,290.02
b. VAN	NA				
c. SEDAN	NA				

Note: Pricing for cutaway based on current vehicle used as a backup.

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	YEAR SIX
Fixed Costs						
Trapeze Startup	\$ 15,039.60					
Trapeze Monthly fees based on \$133/veh/month	\$ 28,728.00	\$ 19,726.56	\$ 20,318.36	\$ 20,927.91	\$ 21,555.74	\$ 22,202.42
Subtotal (Fixed Costs)	\$ 43,767.60	\$ 19,726.56	\$ 20,318.36	\$ 20,927.91	\$ 21,555.74	\$ 22,202.42

Notes:

Costs listed above have been moved to optional pricing and removed from Paratransit and Deviated Fixed-Route Pricing

\$15k of start up costs are related to labor for the Trapeze upgrade, implementation of new modules and training.

The incremental Trapeze monthly reoccurring charge for the new functionality is \$133/vehicle/month. Incremental charge includes

Communication module, Passenger Portal and Ripple.

MV asks for 30 days notice to proceed on the optional costs followed by a 30 day implementation

SANTA ROSA WAGE SCALES

ATTACHMENT D

Driver Scale								
Seniority	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Training Rate	\$ 12.00	\$ 15.20	\$ 15.50	\$ 15.81	\$ 16.13	\$ 16.45	\$ 16.86	\$ 17.29
Start	\$ 18.50	\$ 18.50	\$ 18.78	\$ 19.25	\$ 19.73	\$ 20.22	\$ 20.73	\$ 21.25
1 Year	\$ 19.06	\$ 19.06	\$ 19.35	\$ 19.83	\$ 20.33	\$ 20.83	\$ 21.35	\$ 21.89
2 Years	\$ 19.63	\$ 19.63	\$ 19.92	\$ 20.42	\$ 20.93	\$ 21.46	\$ 21.99	\$ 22.54
3 Years	\$ 20.22	\$ 20.22	\$ 20.52	\$ 21.04	\$ 21.56	\$ 22.10	\$ 22.65	\$ 23.22
4 Years	\$ 20.82	\$ 20.82	\$ 21.13	\$ 21.66	\$ 22.20	\$ 22.76	\$ 23.33	\$ 23.91
5 Years	\$ 21.45	\$ 21.45	\$ 21.77	\$ 22.32	\$ 22.87	\$ 23.45	\$ 24.03	\$ 24.63
6 Years	\$ 22.09	\$ 22.09	\$ 22.42	\$ 22.98	\$ 23.56	\$ 24.15	\$ 24.75	\$ 25.37
7 Years	\$ 22.75	\$ 22.75	\$ 23.09	\$ 23.67	\$ 24.26	\$ 24.87	\$ 25.49	\$ 26.13
8 Years	\$ 23.44	\$ 23.44	\$ 23.79	\$ 24.39	\$ 25.00	\$ 25.62	\$ 26.26	\$ 26.92
9 Years	\$ 24.14	\$ 24.14	\$ 24.50	\$ 25.11	\$ 25.74	\$ 26.39	\$ 27.05	\$ 27.72
10 Years	\$ 24.86	\$ 24.86	\$ 25.23	\$ 25.86	\$ 26.51	\$ 27.17	\$ 27.85	\$ 28.55

Dispatch Scale								
Seniority	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Start	\$ 19.25	\$ 19.25	\$ 19.54	\$ 20.03	\$ 20.53	\$ 21.04	\$ 21.57	\$ 22.11
1 Year	\$ 19.83	\$ 19.83	\$ 20.13	\$ 20.63	\$ 21.15	\$ 21.68	\$ 22.22	\$ 22.77
2 Years	\$ 20.42	\$ 20.42	\$ 20.73	\$ 21.24	\$ 21.78	\$ 22.32	\$ 22.88	\$ 23.45
3 Years	\$ 21.03	\$ 21.03	\$ 21.35	\$ 21.88	\$ 22.43	\$ 22.99	\$ 23.56	\$ 24.15
4 Years	\$ 21.67	\$ 21.67	\$ 22.00	\$ 22.54	\$ 23.11	\$ 23.69	\$ 24.28	\$ 24.89
5 Years	\$ 22.32	\$ 22.32	\$ 22.65	\$ 23.22	\$ 23.80	\$ 24.40	\$ 25.01	\$ 25.63
6 Years	\$ 22.99	\$ 22.99	\$ 23.33	\$ 23.92	\$ 24.52	\$ 25.13	\$ 25.76	\$ 26.40
7 Years	\$ 23.68	\$ 23.68	\$ 24.04	\$ 24.64	\$ 25.25	\$ 25.88	\$ 26.53	\$ 27.19
8 Years	\$ 24.39	\$ 24.39	\$ 24.76	\$ 25.37	\$ 26.01	\$ 26.66	\$ 27.33	\$ 28.01
9 Years	\$ 25.12	\$ 25.12	\$ 25.50	\$ 26.13	\$ 26.79	\$ 27.46	\$ 28.14	\$ 28.85
10 Years	\$ 25.87	\$ 25.87	\$ 26.26	\$ 26.91	\$ 27.59	\$ 28.28	\$ 28.98	\$ 29.71

A Tech								
Seniority	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Start	\$ 32.00	\$ 36.00	\$ 36.90	\$ 37.82	\$ 38.77	\$ 39.74	\$ 40.73	\$ 41.75
1 Year	\$ 32.84	\$ 36.95	\$ 37.87	\$ 38.82	\$ 39.79	\$ 40.78	\$ 41.80	\$ 42.84
2 Years	\$ 33.71	\$ 37.92	\$ 38.87	\$ 39.84	\$ 40.84	\$ 41.86	\$ 42.91	\$ 43.98
3 Years	\$ 34.60	\$ 38.93	\$ 39.90	\$ 40.90	\$ 41.92	\$ 42.97	\$ 44.04	\$ 45.14
4 Years	\$ 35.51	\$ 39.95	\$ 40.95	\$ 41.97	\$ 43.02	\$ 44.10	\$ 45.20	\$ 46.33
5 Years	\$ 36.46	\$ 41.02	\$ 42.04	\$ 43.09	\$ 44.17	\$ 45.28	\$ 46.41	\$ 47.57
6 Years	\$ 37.43	\$ 42.11	\$ 43.16	\$ 44.24	\$ 45.35	\$ 46.48	\$ 47.64	\$ 48.83
7 Years	\$ 38.44	\$ 43.25	\$ 44.33	\$ 45.43	\$ 46.57	\$ 47.73	\$ 48.93	\$ 50.15
8 Years	\$ 39.47	\$ 44.40	\$ 45.51	\$ 46.65	\$ 47.82	\$ 49.01	\$ 50.24	\$ 51.49
9 Years	\$ 40.53	\$ 45.60	\$ 46.74	\$ 47.90	\$ 49.10	\$ 50.33	\$ 51.59	\$ 52.88
10 Years	\$ 41.63	\$ 46.83	\$ 48.00	\$ 49.20	\$ 50.43	\$ 51.70	\$ 52.99	\$ 54.31
11 Years	\$ 42.76	\$ 48.11	\$ 49.31	\$ 50.54	\$ 51.80	\$ 53.10	\$ 54.43	\$ 55.79
12 Years	\$ 43.92	\$ 49.41	\$ 50.65	\$ 51.91	\$ 53.21	\$ 54.54	\$ 55.90	\$ 57.30

C Tech								
Seniority	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Start	\$ 28.00	\$ 31.00	\$ 31.78	\$ 32.57	\$ 33.38	\$ 34.22	\$ 35.07	\$ 35.95
1 Year	\$ 28.72	\$ 31.80	\$ 32.59	\$ 33.41	\$ 34.24	\$ 35.10	\$ 35.98	\$ 36.87
2 Years	\$ 29.46	\$ 32.62	\$ 33.43	\$ 34.27	\$ 35.12	\$ 36.00	\$ 36.90	\$ 37.83
3 Years	\$ 30.23	\$ 33.47	\$ 34.31	\$ 35.16	\$ 36.04	\$ 36.94	\$ 37.87	\$ 38.81
4 Years	\$ 31.01	\$ 34.33	\$ 35.19	\$ 36.07	\$ 36.97	\$ 37.90	\$ 38.84	\$ 39.82
5 Years	\$ 31.82	\$ 35.23	\$ 36.11	\$ 37.01	\$ 37.94	\$ 38.89	\$ 39.86	\$ 40.86
6 Years	\$ 32.66	\$ 36.16	\$ 37.06	\$ 37.99	\$ 38.94	\$ 39.91	\$ 40.91	\$ 41.93
7 Years	\$ 33.52	\$ 37.11	\$ 38.04	\$ 38.99	\$ 39.96	\$ 40.96	\$ 41.99	\$ 43.04
8 Years	\$ 34.40	\$ 38.09	\$ 39.04	\$ 40.01	\$ 41.01	\$ 42.04	\$ 43.09	\$ 44.17
9 Years	\$ 35.31	\$ 39.09	\$ 40.07	\$ 41.07	\$ 42.10	\$ 43.15	\$ 44.23	\$ 45.34
10 Years	\$ 36.25	\$ 40.13	\$ 41.14	\$ 42.17	\$ 43.22	\$ 44.30	\$ 45.41	\$ 46.54
11 Years	\$ 37.22	\$ 41.21	\$ 42.24	\$ 43.29	\$ 44.38	\$ 45.49	\$ 46.62	\$ 47.79
12 Years	\$ 38.22	\$ 42.32	\$ 43.37	\$ 44.46	\$ 45.57	\$ 46.71	\$ 47.88	\$ 49.07

Utility								
Seniority	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Start	\$ 15.00	\$ 15.20	\$ 15.58	\$ 15.97	\$ 16.37	\$ 16.78	\$ 17.20	\$ 17.63
1 Year	\$ 15.33	\$ 15.53	\$ 15.92	\$ 16.32	\$ 16.73	\$ 17.15	\$ 17.58	\$ 18.02
2 Years	\$ 15.67	\$ 15.88	\$ 16.28	\$ 16.68	\$ 17.10	\$ 17.53	\$ 17.97	\$ 18.41
3 Years	\$ 16.02	\$ 16.23	\$ 16.64	\$ 17.06	\$ 17.48	\$ 17.92	\$ 18.37	\$ 18.83
4 Years	\$ 16.38	\$ 16.60	\$ 17.01	\$ 17.44	\$ 17.87	\$ 18.32	\$ 18.78	\$ 19.25
5 Years	\$ 16.75	\$ 16.97	\$ 17.40	\$ 17.83	\$ 18.28	\$ 18.74	\$ 19.20	\$ 19.68
6 Years	\$ 17.13	\$ 17.36	\$ 17.79	\$ 18.24	\$ 18.69	\$ 19.16	\$ 19.64	\$ 20.13
7 Years	\$ 17.53	\$ 17.76	\$ 18.21	\$ 18.66	\$ 19.13	\$ 19.61	\$ 20.10	\$ 20.60
8 Years	\$ 17.93	\$ 18.17	\$ 18.62	\$ 19.09	\$ 19.57	\$ 20.06	\$ 20.56	\$ 21.07
9 Years	\$ 18.35	\$ 18.59	\$ 19.06	\$ 19.54	\$ 20.02	\$ 20.53	\$ 21.04	\$ 21.56
10 Years	\$ 18.78	\$ 19.03	\$ 19.51	\$ 19.99	\$ 20.49	\$ 21.01	\$ 21.53	\$ 22.07
11 Years	\$ 19.23	\$ 19.49	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.51	\$ 22.05	\$ 22.60
12 Years	\$ 19.68	\$ 19.94	\$ 20.44	\$ 20.95	\$ 21.48	\$ 22.01	\$ 22.56	\$ 23.13